Cases Reported this Week.

In the Solicitors' Journal.

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Contents.

CURRENT TOPICS.

It being now settled that Lord Justice Kay will not resume his judicial duties until the next sittings, it is to be expected that Lord Halsbury will continue, subject to other engagements, to assist in Court of Appeal No. 2, where he has, up to the present time, been rendering good and useful service in the disposal of Chancery final appeals.

Mr. Justice Kekewich is following up his plan of disposing of witness actions with the greatest possible rapidity consistent with efficiency. During next week he will hear witness actions every day, and Mr. Justice Stirling will undertake the hearing of Mr. Justice Kekewich's motions on Thursday. Should the latter learned judge persevere in this course, the four remaining weeks of the present sittings will produce a considerable reduction in his list of witness actions.

In the case of *Taylor* v. *Gates* (reported elsewhere), in Court of Appeal No. 2, a question was raised as to the duty of a solicitor with regard to the filing of an affidavit. An affidavit which had not been filed had been used upon an application in chambers, and after the application had been disposed of, the solicitor, instead of filing the affidavit, allowed his client to take it away, and it was suggested that it had been destroyed. A motion was made by the opposite party for an order that the solicitor should file the affidavit. The parties did not really require the affidavit to be filed, because the matter in controversy had been compromised. But Lord Justice Lindley said that it ought to be understood that, when the court allows an affidavit which has not been filed to be used, there is an undertaking, express or implied, that it will be filed, and it is the bounden duty of the solicitor to see that it is filed. And, as the solicitor had failed to discharge this duty, the court ordered him to pay the costs of the motion.

One of the recently published Rules of the Supreme Court, comprising additions to Appendix N., seems at first sight something of a Chinese puzzle. The rule runs: "The following additions to Appendix N. of the Rules of the Supreme Court, 1883, shall be made." Then follow the three additions referred to, numbered respectively "72A, 82A, and 130." When we turn to Appendix N. of the rules of 1883 we soon find the puzzle to be solved. We are to add to the appendix new allowances numbered 72A and 82A, and the puzzle is to find Nos. 72 and 82. One would naturally suppose that in prescribing the new allowance, No. 72A, the Rule Committee intended it to follow No. 72. But Appendix N. of the Rules of 1883 does not contain any No. 72, nor, indeed, any number at all, nor have the various allowances of that appendix ever been numbered by any subsequent rule or enactment. The puzzle, however, is not quite insoluble, for, on turning to the *Annual Practice*, we find that in Appendix N., as there printed, every allowance is separately numbered, and that the newly prescribed allowances above referred to fit into the places indicated by their numbers. It is an undoubted compliment to the editors of the White Book that the Rule Committee should have not only accepted their arrangement of Appendix N., but accepted it in the evident belief that it was of statutory authority, and, indeed, in the probable belief that it was the work of the Rule Committee itself; and this notwithstanding the fact that at p. 167 of the *Annual Practice*, vol. 2, there is an editorial head-note to Appendix N. in the following words:—"The numbers prefixed

to each fee or allowance are not in the appendix as issued, but have been added for convenience of reference."

In the course of the interesting discussion in the House of Commons on Tuesday with reference to the change in the position and remuneration of the law officers, Sir Edward Clarke strongly urged an important consideration to which we drew attention at the time the change was made—viz., that the necessary result of the Attorney-General being seldom seen in the courts, and seldom brought into contact with his brethren, will be that he will no longer be the head and recognized leader of the bar. His functions in that capacity are of great importance to the bar, and hardly less so to solicitors. He has accorded to him the prerogative of settling all questions of etiquette and practice affecting the bar, and a large proportion of these questions concern the relations between barristers and solicitors. There is the utmost advantage in having such an arbiter, but the respect for and confidence in his decisions which prevailed before the recent change was made depended mainly on the fact that the Attorney-General was in touch with the profession, had the widest range of practice of any member of the bar, and therefore had the best means of ascertaining the general views and circumstances of each branch. Let the Attorney-General become a mere Government official, appearing only in Government cases or in the supreme courts of appeal, and the confidence in his decisions will be greatly shaken. The present Attorney-General had very little to say in reply as to this matter. With regard to the financial results of the change, Sir Edward Clarke had no difficulty in shewing that there was a loss to the public. The aggregate present salaries of the law officers and their clerks, including the allowances in connection with the Patents Office, were stated by Sir Edward Clarke at £20,500, a larger sum than the income of their predecessors in office. There were, moreover, items amounting to £15,000 for agents' fees, counsel's fees, and other expenses in certain prosecutions and proceedings. It is satisfactory to learn from Sir Edward Clarke that the arrangement is not considered one by which a new Government will be bound.

Some ingenious person has recently discovered a method—not, indeed, of driving a coach and six through an Act of Parliament—but of doing that which is, perhaps, even more difficult—viz., circumventing a series of recent decisions of the Court of Appeal, and, strange to say, this process has now been stamped with the approval of that court itself. The process, like the work of all great inventors, is an extremely simple one, so simple, indeed, that one cannot but be surprised that the discovery had not been made before. The process may be shortly described as the defeating of a technicality by means of a technicality. Those of our readers who are familiar with bankruptcy proceedings will remember that sub-section 1 (*g*) of section 4 of the Bankruptcy Act, 1883, empowers a creditor who has obtained a "final judgment" for any amount to serve a bankruptcy notice in respect of it upon his debtor, with the object of compelling him to pay the debt or to commit an act of bankruptcy. By a series of cases in the Court of Appeal, of which *Ex parte Chinery* (12 Q. B. D. 342) is one of the earliest, and *Re Binstead* (1893, 1 Q. B. 199) is one of the most recent, it has been established that, however final an order for the payment of money may be, if it be not in the strictest technical sense of the word a "judgment," a bankruptcy notice cannot be founded upon it. The reason for these decisions appears to be that any provision which tends to make a man a bankrupt is of a *quasi*-penal nature, and must therefore be construed with the utmost strictness. Now, in *Re Boyd*, heard by the Court of Appeal on Friday in last week, an action in the Queen's Bench Division had been dismissed, with costs, and the plaintiff gave notice of appeal. The defendant applied in the Long Vacation to Lord Russell, C.J., as a judge of the Court of Appeal, for security for the costs of the appeal, and the plaintiff was ordered to give security. After the vacation he applied to the Court of Appeal, under section 52 of the Judicature Act, 1873, to discharge the order for security. His application was refused, and he was ordered to pay the defendant's costs. The costs were taxed, and the defendant attempted to issue a bankruptcy notice against the plaintiff in respect of the taxed amount, but he was met by the difficulty that he had obtained only an interlocutory order for the payment of the costs, not a "final judgment." What was to be done? The costs were clearly due, but how was the debtor to be compelled to pay them?

Now here comes in the ingenuity of our inventor. Another writ in the Queen's Bench Division was issued by the defendant against the plaintiff for the taxed amount. The debtor had clearly no defence to the action, and he did not appear to the writ; judgment went against him for default of appearance, and the original defendant was thus in possession of a "final judgment" in an action for the taxed costs due under the order of the Court of Appeal. He forthwith issued a bankruptcy notice against his debtor for the judgment debt; but his difficulties were not yet at an end. The debtor induced the registrar to set aside the bankruptcy notice, on the ground that the judgment for the costs was not a "final judgment" within sub-section 1 (*g*). In so holding the registrar acted upon a *dictum* of Cave, J., in *Re Shirley* (58 L. T. N. S. 237), to the effect that, as a bankruptcy notice cannot be founded upon an interlocutory order for the payment of costs, the creditor cannot be allowed to evade this rule by the device of bringing an action upon the order and then obtaining a judgment for the amount. Our ingenious inventor was not to be thus baffled. He proceeded to the Court of Appeal, and there his ingenuity was rewarded with complete success. The court held that a "final judgment" is a "final judgment"; that it was perfectly legal to bring an action upon the order for costs; and that, so long as the judgment stood, it would support a bankruptcy notice; and they accordingly restored the notice. This conclusion accords with our ideas of justice, and it is satisfactory to find that it has been arrived at. But it strikes us that it would have been more consistent with the dignity of the Legislature if, as soon as the above very strict construction of the words "final judgment" in sub-section 1 (*g*) was adopted, they had amended that section, so as to make it clearly apply to a debt finally established, even though it was not established by a "judgment" in the strictest technical sense. In the present days, however, we can hardly expect the Legislature to be ready to deal at once with matters of such ordinary practical utility, and we may therefore congratulate ourselves on the fact that the ingenuity of our profession has discovered another way of surmounting the difficulty.

The letter from our correspondent "C.," which we print elsewhere, raises an interesting question as to the right of an occupying sub-lessee to retain out of the rent payable by him to his immediate lessor the amount of rent which he has paid to a superior lessor. The right to make this retention was established by *Sapsford* v. *Fletcher* (4 T. R. 511), where it was held that, in an avowry for rent, the tenant might plead payment of a ground-rent to the original landlord. With regard to the immediate lessor's contention that, though the ground-rent was the first charge on the land, he was to receive the whole of the improved rent without making any deduction for the ground-rent, Lord Kenyon, C.J., said a more unconscientious proposition was never stated in a court of justice. And the same principle applies with respect to any payment constituting a charge on the land, and recoverable by distress, such as an annuity: *Taylor* v. *Zamira* (6 Taunt. 524). The tenant's plea in such a case is a plea of payment (*Johnson* v. *Jones*, 9 A. & E. 809), and the plea is good although the payment was not made under a threat of immediate distress. The superior landlord may give time, but still the occupying tenant is always liable to distress: *Carter* v. *Carter* (5 Bing. 406). In *Graham* v. *Allsopp* (3 Ex., at p. 198) it was said that *Sapsford* v. *Fletcher*, *Taylor* v. *Zamira*, and *Carter* v. *Carter* established the proposition that a tenant who has been compelled by a superior landlord, or other incumbrancer having a title paramount to that of his immediate landlord, to pay sums due for ground-rent or other like charges, may treat such payment as having been made in satisfaction, or part satisfaction,

of rent due to his immediate landlord. Hence it is, in strictness, unnecessary to insert in a sub-lease an express power for the sub-lessee to pay the head-rent and deduct the amount from his own rent, although, as our correspondent points out, a clause conferring such a power is given in the books. And though, in the case he puts, D. has an express power to deduct from rent due to C. any rent paid to B., he may also deduct any rent paid to A. The express power in the one case would not, we imagine, be held to exclude in the other case the power conferred by law. If this view is correct, D. appears to be sufficiently protected both against A. and B. If he pays A. £25, he will deduct this from his own rent of £30. If B. then claims £60, he must first allow a deduction of £25, and, to cover the rest, D. has the remaining £5 of his own rent and his power to distrain on the other premises included in the sub-lease to C.

THE LORD CHANCELLOR'S indictment of the system of private trusts, as unfolded in his evidence before the House of Commons Select Committee on Trust Administration, does not seem to amount to very much. On the contrary, it shewed the serious difficulties attending any attempt to transfer to a public official the varied and responsible duties now performed by trustees. We do not need to be told that there are from time to time defaulting trustees. This is the one solid argument which the advocates of the change have at their command. At the same time there is a risk of exaggerating the dangers to beneficiaries from this cause. Lord HERSCHELL says that the number of breaches of trust which never come to light is no doubt enormous. This is merely an idle speculation until some grounds for the opinion are given. Our own view is that the private trustee is not so black as he is painted. It is quite the exception when trust funds are not honestly administered. Apart from the risk of loss by default, the attack seems to be limited to the two points that trustees are hard to get, and that, when you have got them, they are hard to dismiss. The Lord Chancellor himself suggests the remedy for the first objection. Relieve trustees of the special risks to which they are exposed—make them responsible only for failure to act with ordinary prudence and care—and the difficulty—assuming that it exists, and we have our doubts on the matter—will disappear. And as to the other, it might be met by making a trustee removable without recourse to an action. Let this be done on summons and there will be less expense and delay, while the removal will not necessarily involve a slur on the trustee's character. The objection that the trust estate is sometimes wasted in administration proceedings—in inquiries and so forth—is of course beside the mark. The expense would not be less if the control of the proceedings was vested in an official. When, on the other hand, Lord HERSCHELL was questioned on the actual exercise of discretionary power by trustees, his answers were not unfavourable to the trustees, while, as to the management of trusts involving any special oversight or care, he was bound to admit the incompetency of a public department. It is all very well to say that special cases, such as the carrying on of the business of a testator, and the management of land, shall be excluded; but if the public trustee is useless so soon as he is called upon to act with discrimination and intelligence, it is surely better to keep clear of him altogether. The fact is, that the whole attack on the private trustee rests upon forgetfulness or ignorance of the active side of a trustee's duties. He is a custodian of funds, and in this capacity he sometimes fails. A public department would be safer, and would also, as is suggested by Mr. KIMBER's questioning of the Lord Chancellor, offer unlimited assets, of course out of the public funds, in the event of such a liability as calls upon shares having to be enforced. But in the performance of the active duties of a trustee, his management of the estate, and his decisions with respect to matters affecting the welfare of the beneficiaries, no public department could replace him without continual expense, trouble, and annoyance.

WHERE THERE is a contract between A. and B., and C. persuades B. to commit a breach of it, A. may or may not have a remedy against C. The law does not regard A. as having property in the contract, so as to make C.'s interference analogous to trespass, and actionable merely as an infringement of a right of property without proof of special damage. And even special damage is not enough. A. may suffer loss by C.'s interference, yet, if C. acted from disinterested motives, as if he desired to save B. from some risk, there will be no cause of action (*Lumley* v. *Gye*, 2 E. & B., p 247). The interference must be malicious, that is, as it was put by Lord ESHER, then BRETT, L.J., in *Bowen* v. *Hall* (29 W. R. 367, 6 Q. B. D. 333), it must be for the indirect purpose of injuring A., or of benefiting C. at the expense of A. In *Temperton* v. *Russell* (41 W. R. 565; 1893, 1 Q. B. 715) this principle was enough to support an action against officials of a trade union who, for the purpose of enforcing the behests of the union, procured a breach of contracts entered into with the plaintiff. But the plaintiff had also been prevented from entering into fresh contracts, and to support this part of his case he relied, and successfully, on the conspiracy of the defendants. A further point as to interference by trade unions has now been decided by KENNEDY, J., in *Flood and Taylor* v. *Jackson, Knight, and Allen*. The plaintiffs were ordinary shipwrights, or workers in wood, in the employment of the Glengall Iron Co., but without any contract, being liable to instant dismissal. The defendant ALLEN, to whom alone it is necessary for the present purpose to refer, was the secretary of a trade union, the members of which were workers in iron, and objected to the employment of the plaintiffs by the company. ALLEN, in an interview with the manager, required that they should be discharged, and this was done. The action was brought to recover damages for the interference. Since there were no contracts between the plaintiffs and the company, the first part of the decision in *Temperton* v. *Russell* did not apply; and since there was no evidence of conspiracy, the second part was equally unavailable. But the jury assisted the plaintiffs by an express finding that ALLEN had maliciously procured their dismissal; and KENNEDY, J., based his judgment in their favour on a wider principle than that which was sufficient in *Bowen* v. *Hall* and *Temperton* v. *Russell*. "He that hinders another in his trade or livelihood is liable to an action for so hindering him," said HOLT, C.J., in *Keeble* v. *Hickeringill* (11 East, 574n.), and whatever exception might be taken to the generality of this *dictum*—as prohibiting, for instance, competition in trade—is removed in a case like the present, where the hindrance is malicious. To determine when the hindrance is malicious it is useful to refer to the judgment of BOWEN, L.J., in the *Mogul case* (37 W. R. 756, 23 Q. B. D. 598): "Intentionally to do that which is calculated in the ordinary course of events to damage, and which does, in fact, damage, another in that other person's property or trade, is actionable if done *without just cause or excuse*. Such intentional action when done without just cause or excuse is what the law calls a malicious wrong." And there is clearly no just cause or excuse for interference with another man in his calling when the immediate design is to injure that other, or restrict him in the free exercise of his calling, although the ultimate result may be for the benefit of the person interfering. It appears that the law is quite sufficient to cope with the principle of compulsion as applied by trade unions.

WE DO NOT recollect at the present moment a decision in any patent *cause célèbre* which was more clearly right than that which the House of Lords, affirming the judgments of Mr. Justice ROMER and the Court of Appeal, pronounced last week in the case of *Nobel's Explosives Co.* v. *Anderson*. One has only to state the facts in simple language in order to perceive the justice of their observations. Ballistite is an explosive compound of soluble nitro-cellulose and nitro-glycerine. Cordite is a substance composed of insoluble nitro-cellulose and nitro-glycerine. The patentee of the former limited his claim to the soluble form; moreover, at the date of the patent, insoluble nitro-cellulose was not believed to be capable of use in the manufacture of such substances as ballistite owing to its violently explosive character and the fact that nitro-glycerine scarcely acted upon it as a solvent. The inventors of cordite overcame these difficulties. It follows from what has been stated above (1) that they had done nothing which was covered by the ballistite patent; (2)

that they had made a sufficient advance upon the previous state of public knowledge to keep them clear of any suggestion of infringement. It would have been most unfair if, in obedience to some fanciful theory as to the prerogative rights of "pioneer" or "master" patents, they had been debarred from the manufacture of an explosive which overcame the obstacle that the ballistite patent had shrunk from attempting to cope with.

THE DETERMINATION OF TENANCIES BY NOTICE.

THE Court of Appeal has recently given two interesting decisions on the determination of tenancies by notice—*Sidebotham* v. *Holland* (43 W. R. 228), where a six months' notice to determine a yearly tenancy was in question, and *Bury* v. *Thompson* (which we report elsewhere, and see 43 W. R. 203), which dealt with the sufficiency of a notice to determine a tenancy for twenty-one years, determinable at the end of seven or fourteen years.

A tenancy from year to year, like every other periodic tenancy, may be determined by reasonable notice. "So long ago as the time of the year-books," said Lord KENYON in *Doe* v. *Watts* (7 T. R., p. 85), "it was held that a general occupation was an occupation from year to year, and that the tenant could not be turned out of possession without reasonable notice to quit" (see notes to *Clayton* v. *Blakey*, 2 Sm. L. C., p. 121). And in the case of a tenancy from year to year it has long been settled that the reasonable notice to quit to which the tenant is entitled is half a year's notice (*Right* v. *Darby*, 1 T. R., p. 163, *per* BULLER, J.; *Doe* v. *Porter*, 3 T. R. 13). But questions have frequently arisen, both with respect to the reckoning of the period of half a year, and to the day on which the notice must expire.

The reckoning of the period of half a year varies according as the tenancy commences on one of the usual quarter-days, or on some intermediate day. Where the tenancy commences on a quarter-day, it is clear that an actual period of half a year—that is, 182 days (Co. Litt. 135*b*)—is not required. "A customary half-year is sufficient" (*per* TINDAL, C.J., in *Roe* v. *Doe*, 6 Bing. 547), and consequently notice may be given on any one quarter-day to quit on the next but one, as, for instance, on the 29th of September to quit on the 25th of March (1 Wms. Saund. 276*c*; *Doe* v. *Green*, 4 Esp. 198), although in this case the interval is only 177 days. And a customary half-year is not only sufficient, but necessary. Hence notice to quit on the 29th of September must be given on the previous 25th of March, and notice given on the 26th of March will not do, although it still leaves an interval of 187 days (*Right* v. *Darby*, 1 T. R. 159; *Morgan* v. *Davies*, 3 C. P. D. 260). The correctness of this rule was assumed in *Papillon* v. *Brunton* (5 H. & N. 518), where notice posted to the landlord's agent at his chambers on the 25th of March, and delivered after he had left for the day, was held to be valid as being given on that day. The tenant was not bound to secure that the notice should reach the agent during his hours of business. On the other hand, where the tenancy commences on a day intermediate between the regular quarter-days, the half-year of the notice must comprise 182 days (1 Wms. Saund. 276*c*), and the number of days is arrived at by counting in one extreme and excluding the other (*per* LINDLEY, L.J., in *Sidebotham* v. *Holland*, *supra*). In the case just mentioned notice was given on the 17th of November to quit on the following 19th of May, the anniversary of the commencement of the tenancy. There was thus an interval of 183 days, and the notice, so far as concerned the length of it, was clearly sufficient.

The point at issue in *Sidebotham* v. *Holland* related, not to the length of the notice, but the day on which it determined. The tenancy, as just stated, commenced on the 19th of May, and the notice, given on behalf of the landlord, required the tenant to give up possession on the 19th of May following the date of the notice. It was argued for the tenant, who disputed the validity of the notice and had refused to give up possession, that the notice should have been made to expire on the 18th of May. The general rule is that the half-year's notice must expire at or with the end of a year of the tenancy (*Doe* v. *Grafton*, 18 Q. B. 496, see *per* Lord CAMPBELL, C.J., and ERLE, J.); and if notice be given to quit at a date subsequent to the expiration of the year it is bad. In *Doe* v. *Lea* (11 East, 312) a tenancy commenced at New Michaelmas, and notice was given to determine it at Old Michaelmas (*i.e.*, the 10th of October). This was held to be ineffectual. The notice, the court observed, must be to quit at the end of the tenant's year; and if it might be given to quit twelve days afterwards, it might as well be given for any other time.

But to apply the rule it is necessary to determine which day is to be treated as the last day of the current year, and for this day the notice ought in strictness to be given. In *Sidebotham* v. *Holland* the tenancy commenced on the 19th of May, and since, therefore, the whole of that day was to be reckoned in the year (*Clayton's case*, 5 Rep. 1*a*), the 18th of May would be the last day, and notice given for the 19th would, as the tenant contended, be bad. A. L. SMITH, L.J., was inclined to adopt this view, and LINDLEY, L.J., in whose judgment Lord HALSBURY concurred, admitted that notice to quit on the 18th would have been good. On the other hand, where a tenancy begins *from* a given date, as from the 19th of May, this date is excluded, and notice would properly be given for the same date (*Clayton's case*, *supra*).

In practice, however, this minute distinction in respect of the commencement of the tenancy seems to have been disregarded, and though a tenancy commences on a specified date, notice to quit for the same date has been held to be good. In *Kemp* v. *Derrett* (3 Camp. 510) the tenancy began on the 29th of October, and was liable to be determined at three months' notice. Lord ELLENBOROUGH, C.J., said he was quite clear that notice to quit should expire on the 29th of January, April, July, or October. In *Doe* v. *Matthews* (11 C. B. 675), where the defendant entered as tenant on the 7th of May, 1850, a six months' notice to quit expiring on the 7th of May, 1851, was held to be a good notice. And so, where the tenancy commences at a quarter-day, notice for the same quarter-day is good without carefully inquiring whether it began on or from the quarter-day. In *Roe* v. *Doe* (*supra*) the notice to quit was for the 25th of March. Apparently the premises were held *from* that quarter-day, but the point was not specially noticed. In *Papillon* v. *Brunton* (*supra*) the notice was for the 29th of September. The commencement of the tenancy is not stated. On the other hand, in *Page* v. *Moore* (15 Q. B. 684), where the tenancy was alleged to have commenced *on* the 25th of December, it was held that the tenant was entitled to keep possession till midnight of the anniversary of that date, and notice to quit at 12 o'clock at noon of the 25th of December was bad.

Hence LINDLEY, L.J., held that for the purpose of giving notice to quit the distinction between a tenancy commencing *on* or *from* a specified date ought to be disregarded. Where a quarter-day is specified for the commencement of the tenancy, notice expiring on a corresponding quarter-day is good; and where any other date than a quarter-day is mentioned, notice expiring on the anniversary of that date is good. To this opinion A. L. SMITH, L.J., deferred, and the notice in *Sidebotham* v. *Holland* was allowed to be good. The difficulty, as A. L. SMITH, L.J., observed, would have been avoided had the landlord included in his notice to quit the ordinary alternative words, "or at the expiration of the year of your tenancy which shall expire next after the end of one half-year from the service of this notice" (*Doe* v. *Scott*, 6 Bing. 362; *Hirst* v. *Horn*, 6 M. & W. 393).

With respect to the substance of a notice to quit, it is an established rule that the notice must be clear and certain, and the judgment of Lord MANSFIELD in *Doe* v. *Jackson* (1 Doug. 175) was, till recently, held to establish that it must not be optional—for example, it must not contain an option for the tenant to enter into a new tenancy on different terms. There the notice ran: "I desire you to quit possession at Lady-day next, or I shall insist upon double rent." These last words were considered to contain simply a threat of the statutory penalty, but Lord MANSFIELD observed that, if they had really contained the option of a new agreement, and had said, for instance, "or else that you agree to pay double rent," ejectment could not have been supported. However, in *Ahearn* v. *Bellman* (27 W. R. 928, 4 Ex. D. 201) this remark was explained away by the majority of the Court of Appeal (BRAMWELL and COTTON, L.JJ.; BRETT, L.J., dissenting), and a new effect was given to such an optional

notice. Considered as a notice to determine the tenancy, indeed, it was not optional. The first part is effectual for this purpose, and the latter simply contains the offer of a new agreement. In that case, after an ordinary notice to quit, there was added the following clause: "And I hereby further give you notice that, should you retain possession of the premises after the date before mentioned, the annual rental of the premises now held by you from me will be £160, payable quarterly, in advance." The mode in which Lord MANSFIELD's *dictum* was explained away lacks something in clearness, but if the question could be treated as open, the natural construction of the notice seems to be that it was a clear notice to quit, followed by an independent offer of a fresh tenancy at a different rent. It was decided that the tenancy had been determined.

The decision in *Ahearn* v. *Bellman* has been held, both in the Divisional Court and in the Court of Appeal, to be decisive of *Bury* v. *Thompson* (*suprà*). In this case the plaintiff held premises from the defendant for a term of twenty-one years at a rent of £270. The term was determinable by the lessor at the end of the seventh or the fourteenth year on giving six calendar months' notice. More than six months before the end of the seventh year the plaintiff wrote the defendant a letter in which, after referring to the approach of the end of that period, he said: "I understand that the rent is £50 too high, and I shall not be able to stop unless some reduction is made. I give you an early intimation of this so that you may have ample time to consider what course you would like to adopt." Negotiations ensued as to the reduction of rent, but nothing was settled, and the lessor denied that notice to determine the lease had been given. But in fact the notice was similar to that in *Ahearn* v. *Bellman* (*suprà*). It was a notice that the lessee would not stop at the existing rent, though combined with an intimation that he might stop if new terms as to rent could be agreed upon. Hence, upon the authority of *Ahearn* v. *Bellman*, the notice was held to be good.

JUDGMENTS BY CONSENT.

IV.

2. *Grounds of relief.—Mistake* (*continued*).—The latest case is the important one of *Huddersfield Banking Co.* v. *Henry Lister & Co.* (W. N., 1894, p. 199), an action brought to set aside a consent given in a debenture-holder's action, whereby the bank, who were mortgagees of a mill, consented to a sale of certain looms and payment to the receiver in the action of the proceeds. It was subsequently discovered that the looms had been part of the freehold, but were detached by order of the receiver. VAUGHAN WILLIAMS, J., said, "Assuming the order was based on mutual mistake, the law would be in a very lamentable condition if the court could not set the matter right, especially if no one had been injured by what had happened, or could be injured by the correction of the order. The technical difficulty had been removed by the bringing of the action by the bank. Although the consent order had been completed and acted on, the court could set it aside on any ground which would justify the setting aside of an agreement. It was contended that the mistake resulted from the fraud of persons who were not before the court, and *Duranty's case* (26 Beav. 268) was relied on. It was further said that the order was a compromise. But *Duranty's case* did not support the proposition sought to be based on it. When a party had been induced by a common mistake to consent to an order, the court would give him relief unless his conduct had disentitled him to it. The mistake in the present case was that the person who had inspected the premises had supposed that the machines were not and never had been fixtures. It was immaterial by whose fraud, if there was any, the mistake had been brought about. There had been no compromise; and holding, as he did, that the looms were fixtures and included in the mortgages the bank were entitled to the proceeds of the sale."

A judgment may be set aside at the instance of a plaintiff as well as of a defendant, as when the defendant confessed judgment, so as to bar the remedy as to items which the plaintiff had by mistake omitted: *Cannan* v. *Reynolds* (1855, 3 W. R. 546, 5 E. & B. 301).

Fraud.—The case just mentioned may almost be classed under this head as far as the action of the defendant went, and we may also refer to the decision in *Cooke* v. *Greves* (1862, 30 Beav. 378), where an action was successfully brought to set aside a compromise to which the present defendant had induced the plaintiff to agree in the absence of his legal adviser, and whereby a missing agreement, alleged to have been signed by a testator in the defendant's favour, was established. In *Munster* v. *Cox* (1885, 34 W. R. 461, 10 App. Cas., at p. 691) Lord FITZGERALD said: "If the consent has been obtained by fraud or surprise it may be set aside."

In *Boyd* v. *Bischoffsheim* (1894, 38 SOLICITORS' JOURNAL, 648) the plaintiff alleged a conspiracy to defraud on the part of the defendants in settling a former action to which the plaintiff was party; but, the evidence being practically the same, NORTH, J., struck out the statement of claim as frivolous and vexatious.

But, whenever a consent order is set aside, care will be taken not to prejudice the rights of third parties which have arisen under the consent order: *The Bellcairn* (1885, 34 W. R. 55, 10 P. D., at p. 166), *cf. Hammond* v. *Schofield* (1891, 1 Q. B. 453).

Enforcing and setting aside an order of compromise.—Where there is a fund in court a compromise may be enforced by motion: *Scully* v. *Dundonald* (1878, 27 W. R. 249, 8 Ch. D. 656 (C. A.)); by summons to stay proceedings on terms of the compromise, although one of the parties alleges fraud, not proved to the satisfaction of the court: *Eden* v. *Naish* (1878, 26 W. R. 392, 7 Ch. D. 781); and see now particularly section 24, sub-section 7, of the Judicature Act, 1873, by which it is enacted that "the High Court of Justice and the Court of Appeal respectively, in the exercise of the jurisdiction vested in them by this Act, in every cause or matter pending before them respectively, shall have power to grant, and shall grant, either absolutely or on such reasonable terms and conditions as to them shall seem just, all such remedies whatsoever as any of the parties thereto may appear to be entitled to in respect of any and every legal or equitable claim properly brought forward by them respectively in such cause or matter; so that, as far as possible, all matters so in controversy between the said parties respectively may be completely and finally determined, and all multiplicity of legal proceedings concerning any of such matters avoided."

Notwithstanding this sub-section, it was held by the Court of Appeal in *Gilbert* v. *Endean* (1878, 27 W. R. 252, 9 Ch. D. 259), where the plaintiff moved to enforce a consent order, in spite of the fact that the same had been subsequently varied by an agreement which he asserted to be fraudulent, that there should have been a separate action to try the validity of the agreement, but no objection having been taken in the court below, the order giving leave to enforce the consent decree was affirmed. And in *Emeris* v. *Woodward* (1889, 38 W. R. 346, 43 Ch. D. 185) NORTH, J., said that the proper mode of setting aside a compromise was by a fresh action. A defendant does not waive his right to this procedure by filing affidavits and cross-examining the plaintiff's witnesses: *cf. Carew* v. *Cooper* (1864, 12 W. R. 767). It had been suggested by Lord LANGDALE in *Davenport* v. *Stafford* (1845, 8 Beav., at p. 523) that "if the application for relief is made immediately, and before any proceeding of any kind has been had, and if the evidence be clear . . . a rehearing would probably be sufficient; if the application be after the lapse of years, after devolution of title, and after various proceedings are had . . . a rehearing could scarcely be thought of itself sufficient. . . . . In cases of fraud the party aggrieved may file an original bill for relief, and it may well be thought that he ought always to do so." A motion to stay the passing of a decree founded on a compromise that was not binding was allowed in *Clerihew* v. *Lascelles* (W. N., 1868, p. 295). A petition for rehearing was allowed in *Turner* v. *Turner* (1852, 2 De G. M. & G. 28), where a husband had practically sold his wife's right for his own benefit. In *Green* v. *Crockett* (1865, 13 W. R. 1054) Lord CRANWORTH refused specific performance on a petition intituled in the suit; and in *Elworthy* v. *Bird* (1825, 2 Sim. & S. 372, Tamlyn, 38), LEACH, V.C., granted specific performance on bill of an agreement for separation made on a compromise of indictments for misdemeanours. In *Thomas* v. *Hewes* (1834, 2 Cromp. & M. 519) the Court of Exchequer refused to set aside on motion an

order of *Nisi Prius* and the rule of court made thereon. Where an agreement for compromise of an action in the Probate Division contains a power to make it an order of court, it may be so made in the Queen's Bench Division: *Smythe* v. *Smythe* (1887, 35 W. R. 346, 18 Q. B. D. 544). Such an order is of course, though allegations of want of authority be made: *R.* v. *Addington* (1755, Sayer, 259).

Even before the Judicature Acts no appeal lay from a consent order: *Bradish* v. *Gee* (1754, Amb. 229, and notes thereto). And a consent order cannot be varied merely by consent; as Lord ESHER, M.R., said in *The Bellcairn* (1885, 34 W. R. 55, 10 P. D. 161): "I agree with BUTT, J., that when at a trial the court gives a judgment by the consent of the parties, it is a binding judgment of the court, and cannot be set aside by a subsequent agreement between the solicitors, or the parties, even though it be placed in the form of an order by consent on a summons and taken to a registrar or master, and by him made as a matter of course. It is only the court, with full knowledge of the facts on which it is called on to act, which can set aside the first judgment, and I doubt whether, unless some fraud in regard to such judgment is shown, even the court would have jurisdiction." So Lord FITZGERALD said in *Munster* v. *Cox* (1885, 34 W. R. 461, 10 App. Cas., at p. 691), "I have always understood it as a settled rule that where parties withdraw themselves from the jurisdiction and do not seek to obtain a judgment according to law, but substitute for it a judgment by their own consent, the court has no power to alter that consent"; and see *Hammond* v. *Schofield* (1891, 1 Q. B. 453), where *Munster* v. *Cox* was overlooked, though the decision was right upon other grounds.

A receiving order will not be rescinded merely because the petitioning creditor consents; though the court has a discretion (*Re Flatau*, 1893, 2 Q. B. 219 (C. A.)) to set aside its first judgment: see *Australasian, &c., Co.* v. *Walter* (W. N., 1891, p. 170).

LEGISLATION IN PROGRESS.

DISTRESS.—By section 7 of the Law of Distress Amendment Act, 1888, the power of a county court judge to cancel a bailiff's certificate is restricted to cases where the bailiff is guilty of extortion or other misconduct in the execution of his duty as a bailiff. Clause 1 of the Lord Chancellor's Distress Bill proposes to repeal so much of that section as refers to the cancellation of certificates, and to enact instead that a certificate may at any time be cancelled by the judge. Clause 2 imposes a penalty of £10 on any person not holding a certificate who levies a distress contrary to the provisions of the Act of 1888; and by clause 3 the power to make rules under that Act is to extend to making provision for fixing the duration of certificates granted to bailiffs.

COSTS UNDER THE LANDS CLAUSES ACTS.—The memorandum prefixed to the Lord Chancellor's Lands Clauses (Taxation of Costs) Bill states that the object of the Bill is to assimilate the two systems for the payment of fees for taxing costs of (1) inquiries before a sheriff and jury as to disputed compensation under the Lands Clauses Acts, and (2) arbitrations under those Acts. The Bill provides that the fees in the former case, as in the latter, shall be payable by stamps, and not in cash. This is effected by repealing section 1 of the Lands Clauses Act, 1869, and re-enacting it in such form as to make the provision for taking fees by stamps apply to both cases.

DOCUMENTARY EVIDENCE.—Under the Documentary Evidence Act, 1868, orders and other documents issued by certain Government departments, including the Privy Council, may be proved by production of a copy purporting to be printed by the Government printer. The Board of Agriculture Act, 1889, applied the Documentary Evidence Act (amongst other Acts) to the Board of Agriculture, but only for the purpose of the powers and duties transferred to it from the Privy Council. The Documentary Evidence Bill, introduced by the Lord Chancellor, proposes to make the Documentary Evidence Act, 1868, as amended by the Documentary Evidence Act, 1882, apply to the Board of Agriculture for all purposes.

The above three Bills have been read a second time in the House of Lords, and have passed through Committee, and been recommitted to the Standing Committee.

MORTGAGEE'S COSTS.—Mr. HALDANE has introduced in the House of Commons a Bill to amend the law relating to the costs of solicitor-mortgagees. Clause 2 provides that "any solicitor or solicitors to whom, either alone or jointly with any other person or persons, a mortgage is made, or the firm of which such solicitor or solicitors shall be a member or members, shall be entitled to receive for all business transacted and acts done by such solicitor, solicitors, or firm in negotiating the loan, deducing and investigating the title to the property, and preparing and completing the mortgage, all such usual professional charges and remuneration as he or they would have been entitled to recive if such mortgage had been made to a person not a solicitor, and such person had retained and employed such solicitor, solicitors, or firm to transact such business and do such acts; and such charges and remuneration shall accordingly be recoverable from the person or persons making such mortgage." Clause 3 contains a similar provision with respect to costs subsequent to the creation of the mortgage, whether the mortgage is originally created in favour of a solicitor or becomes vested in him by transfer or transmission. The Bill has been read a second time.

REVIEWS.

EJECTMENT.

THE LAW OF EJECTMENT OR RECOVERY OF POSSESSION OF LAND. WITH AN APPENDIX OF STATUTES AND A FULL INDEX. By JOHN HERBERT WILLIAMS, LL.B., and WALTER BALDWYN YATES, B.A., Barristers-at-Law. Sweet & Maxwell (Limited).

The authors of this book have produced a very compact, clear, and accurate work on the law of ejectment—a term to which, in accordance with the common practice, they adhere in preference to the modern "action for the recovery of possession of land"—and we anticipate that it will be popular with the profession. The right to bring ejectment depends upon right of entry, and with the discussion of this right the book commences. In old times the right of entry was the "*primum et principale remedium*," existing sometimes where there was no right of action, and it is still the theory of the law that the right of action is subsidiary to the right of entry (*Magdalen Hospital* v. *Knotts*, 8 Ch. D., p. 727). The second chapter contains a useful list of all the various modes in which possession of land can be recovered, and then the right of entry is further considered, and also the consequences of a forcible entry. Chapters 5 to 17 deal with the recovery of possession in various particular cases, and first in the case of landlord and tenant. In this connection chapters are introduced on the determination of tenancies, on forfeiture, and on breach of covenants and conditions. Chapter 20 deals shortly, but sufficiently, with the Real Property Limitation Acts, though we are not sure of the correctness of the opinion with respect to tenancies at will expressed on p. 204. We thought it was clear law now that the determination of a tenancy at will at any date later than the end of a year from its commencement was inoperative so far as the statute is concerned. The statute is already running, and can only be stopped by re-entry or the creation of a fresh tenancy at will or longer tenancy. And the statement on p. 209 that, for a valid acknowledgment of title, "signature by the agent of the person in possession is *probably* not sufficient," is not strong enough. "Probably" should be omitted. The statute is clear as to this (*Ley* v. *Peter*, 3 H. & N. 101), though if the person in possession is unable to write, whether from illness or any other cause, the acknowledgment is sufficiently signed by him if it is signed by a third person at his direction and in his presence (*Corporation of Dublin* v. *Judge*, 11 Ir. L. R. 8). The last three chapters deal with practice—in the High Court, in the county court, and on summary proceedings before justices respectively—and there is an appendix of forms and of statutes. So far as we have observed, all the latest cases are cited, and the style and arrangement of the book are excellent.

SHIPPING LAW.

THE LAW RELATING TO SHIPMASTERS AND SEAMEN. By JOSEPH KAY, Q.C. SECOND EDITION by the Hon. JOHN WILLIAM MANSFIELD and GEORGE WILLIAM DUNCAN, Barristers-at-Law. Stevens & Haynes.

It is now almost twenty years since the late Mr. Joseph Kay brought out the first edition of this work, and the numerous decisions, together with the changes brought about by statute since that time, have rendered it necessary that certain portions of the work should be rewritten. At the same time the size of the work has been considerably reduced, partly by reason of judicious compression and by the avoidance of repetition, which was one of the defects of the original edition. The part relating to the master's remedies and liabilities (apart from his duties under the Customs Acts) is now more appropriately placed near the beginning of the book, in the chapter dealing with the appointment, &c., of the master, instead of being placed, as it formerly was, at the end of the book. While, as we have said, parts of the work have been rewritten—not only that relating to demurrage, where the recent decisions of *Budgett* v. *Binnington* (39 W. R. 131; 1891, 1 Q. B. 35) and *Hick* v. *Raymond* (41 W. R. 384; 1893, A. C. 22), dealing with detention caused by strikes, are duly noted and discussed—on the other hand, in the excellent chapter on stoppage *in transitu* we are glad to see that the present editors have

substantially followed the arrangement of the subject adopted by Mr. Kay. We may add, in conclusion, that a certain carelessness of statement in one or two instances which appeared in the original edition, and which might possibly have misled "intelligent masters, ship agents, and consuls in foreign parts," for whose use, among others, the book was stated to be intended, has been corrected in the present edition. We may congratulate the editors upon the result of their labours, though it is, no doubt, unfortunate that the book should have been published before the Merchant Shipping Act, 1894, was passed.

SOLICITORS.

A Treatise on the Constitution and Government of Solicitors, their Rights and Duties. By Archer M. White, Barrister-at-Law. Swan Sonnenschein & Co.

This book will be found to be a useful guide to the statute and case law relating to solicitors. The first part deals with the constitution and government of solicitors, and states the law and practice with respect to admission, privileges and disabilities, disqualification, and the summary jurisdiction of the court over solicitors. The second part deals with the rights and duties of solicitors, commencing with retainer and the rights and duties arising therefrom, and proceeding to a consideration of the solicitor in the special capacities of trustee and mortgagor or mortgagee. In the chapter on partnership a convenient list is given of matters which have been held respectively to be or not to be within the scope of a solicitor's business, so as to involve the partners generally in liability for the acts of one member of the partnership. Chapters are devoted to general and particular lien, and chapter 18, on costs, contains the General Order under the Solicitors' Remuneration Act, 1881, with the schedules and rules. Criminal liability is discussed in Part III., and in Part IV. a sketch is given of the American law relating to solicitors. The book has been carefully prepared, and appears to state correctly and fully the effect of the authorities.

ECCLESIASTICAL LAW.

Statutes relating to Church and Clergy, reprinted from the Fifth Edition of Chitty's Statutes of Practical Utility. By J. M. Lely, Barrister-at-Law. With Preface and Index by Benjamin Whitehead, B.A., Barrister-at-Law. Sweet & Maxwell (Limited); Stevens & Sons (Limited).

This collection of statutes is a reissue, as Mr. Whitehead states in the preface, in separate form of the Acts of Parliament comprised under the heading "Church and Clergy" in "Chitty's Statutes." It includes seventy-two of the most important ecclesiastical statutes, ranging from 5 Eliz. c. 23, "An Act for the due execution of the writ *de excommunicato capiendo*," to the Clergy Discipline Act, 1892. The notes have been revised and brought up to date by Mr. Lely. Persons who have occasion to consider ecclesiastical law will find it very advantageous to have the statutes presented in so convenient a form.

STREETS AND BUILDINGS IN LONDON.

The London Building Act, 1894 (57 & 58 Vict. c. ccxiii.), with Introduction, Notes, and Index. By W. F. Craies, Barrister-at-Law. Sweet & Maxwell (Limited); Stevens & Sons (Limited).

In this number of "The Annotated Acts" Mr. Craies has prepared a very useful edition of the London Building Act of last year. The notes contain ample cross references to the various parts of the Act, and, as it contains over 200 sections, this assistance is essential in considering its provisions. They also state the effect of the decisions on the numerous Metropolitan Building Acts which the present statute supersedes. The general effect of the Act is conveniently shown in the introduction, and there is a full index.

THE LAW SOCIETY'S CALENDAR.

The Calendar and Law Directory of the Incorporated Law Society of the United Kingdom for the Year 1895. Published by authority of the Council of the Incorporated Law Society by the Solicitors' Law Stationery Society (Limited).

This calendar has now, as a result of revisions in successive issues, arrived at a stage of great efficiency. So far as we have been able to check the present issue, we have found the lists of counsel and solicitors accurate and giving in a small compass the information necessary for practical purposes. We rather regret that the telegraphic addresses of solicitors are only inserted when special application is made and a fee paid, the result being that comparatively few appear. We think it should be considered whether the convenience to other solicitors of having these stated ought not to produce a change in this respect. The information with regard to the courts and officials is copious and well arranged,

BOOKS RECEIVED.

Ruling Cases. Arranged, annotated, and edited by Robert Campbell, M.A., Barrister-at-Law, Advocate of the Scotch Bar, and late Fellow of Trinity Hall, Cambridge; assisted by other Members of the Bar. With American Notes by Irving Brown. Vol. III. (Ancient Light—Banker). Stevens & Sons (Limited).

The Merchant Shipping Act, 1894 (57 & 58 Vict. c. 60). With an Introduction; Notes, including all Cases decided under the former Enactments consolidated in this Act; a Comparative Table of Sections of the former and present Acts; an Appendix of Rules, Regulations, Forms, &c.; and a Copious Index. By Robert Temperley, M.A., Barrister-at-Law. Stevens & Sons (Limited).

Metropolitan Householder's Guide. Being an Attempt to outline in Plain Language a Metropolitan Householder's Legal Position. By Roland Ellis De Vesian, Solicitor. Horace Cox.

CORRESPONDENCE.

SUB-LESSEE AND HEAD RENT.

[*To the Editor of the Solicitors' Journal.*]

Sir,—Suppose the following leases to be granted:—

(1) A. grants a building lease to B. at a rent of £25.

(2) B. then builds on the property and grants an underlease thereof to C. at an improved rent of £60, and this under-lease contains an express power (which would seem to be implied by law: Woodfall, 13th ed., p. 399; 3 Byth., 4th ed., p. 245; Tudor's R. P. Cases, 3rd ed., pp. 299, 300) for C., his executors, administrators, and assigns, to retain out of the rent of £60 any sums he may pay on account of the rent of £25.

(3) C. afterwards grants an underlease of part only of the property to D. at a rent of £30, and this underlease contains power for D., his executors, administrators, and assigns, to retain out of the rent of £30 any sums paid on account of the rent of £60, and (as an additional remedy) power to distrain for such sums on the other property underleased to C., but these powers are not extended to any sums paid by D. on account of the rent of £25 payable to the head landlord.

Should the powers have been so extended, or could D. have retained the sums out of his rent of £30 in the absence of any express power for the purpose? If he could, what is gained by inserting an express power of retainer as to the £60 rent (5 Dav., pt. 1, 2nd ed., p. 247; 1 K. & E., 3rd ed., vii., p. 746; 3 Byth., 4th ed., p. 597)? Would D. have any right to require C. to exercise for his (D.'s) benefit the power of retainer contained in the underlease to C.?

C.

[See observations under head of "Current Topics."—Ed. *S. J.*]

AGRICULTURAL HOLDINGS ACT, 1883.

[*To the Editor of the Solicitors' Journal.*]

Sir,—Is it necessary that "the agent duly authorized in that behalf," referred to in section 3, should be authorized *in writing*, or is a verbal authority sufficient?

Is it necessary that the appointments of referees, &c., and notices under section 9, should be signed by the landlord and tenant personally, or is the signature of their agents sufficient?

Is the case of *Ingham* v. *Fenton* (1893) reported elsewhere than in the *Land Agents' Record*?

C.

[Section 3 of the Agricultural Holdings Act, 1883, simply requires that the agent shall be duly authorized, and the authority need not be given in writing, though it is of course desirable that it should be. The absence of any mention of an agent in section 9 seems to imply that appointments shall be made, and notices given, by the parties themselves, and apparently the documents ought to be signed by themselves, and not by their agents. *Ingham* v. *Fenton* does not seem to be reported in any of the series of law reports.—Ed. *S. J.*]

A PUBLIC TRUSTEE.

[*To the Editor of the Solicitors' Journal.*]

Sir,—The desire of every Chancellor to hand down his name to succeeding generations as a law reformer is a good one, and one to be commended, provided a proposed reform is really needed. The present Lord Chancellor has given an opinion favourable to the appointment of a public trustee, an official whom nobody wants and nobody has asked for. In connection with trusts, the security of the funds is the first consideration in the interests of beneficiaries, and presents the only difficulty. It is surely possible to provide for this, and to leave the actual administration unfettered by the inconveni-

ences, delay, vexatious routine, and the usually extravagant expense of a newly created public office. The difficulty, if any difficulty there be, in obtaining men to act must be due to the very illiberal way in which the law treats trustees. It would be a remarkable fact if any public office did work gratuitously or even economically. That it could or would, except in the most perfunctory way, do the work of administration is denied. Let executors and trustees be allowed to receive reasonable remuneration, and give security, if necessary, like receivers, committees, and the like, and be put on a sensible business-like footing. We shall not hear anything then of a difficulty in obtaining suitable men to act as trustees, assuming the suggested difficulty now exists.

HARVEY CLIFTON.

New-inn, W.C., March 7.

CASES OF THE WEEK.

Court of Appeal.

BOOTH *v.* **ARNOLD**—No. 1, 20th February.

DEFAMATION—SLANDER—SLANDER OF A MAN IN HIS OFFICE—OFFICE OF ALDERMAN—WORDS IMPUTING WANT OF INTEGRITY—SPECIAL DAMAGE.

Action for slander by an alderman of the borough of Halifax, who was also chairman of the improvement committee of the corporation. The words complained of were spoken by the defendant, also a member of the corporation, at a meeting during a contested municipal election. In the course of his speech the defendant, speaking of the sale of certain land to the corporation, and the price at which it was sold, said: "Now that land belonged to the Bradford and District Dye Works Co., and no doubt the purchase was arranged by the chairman of the improvement committee and the chairman of the company. Doubtless those chairmen had a long fight and much wrestling over the matter. Indeed, you may just fancy how intent the fight was when I tell you that both gentlemen happened to be the same person—Alderman James Booth." No special damage was pleaded or proved. At the trial, before Charles, J., the jury found a verdict for the plaintiff for £85. The defendant moved for judgment or a new trial, contending that in the absence of special damage the words were not actionable, and referring to *Alexander* v. *Jenkins* (40 W. R. 546; 1892, 1 Q. B. 797).

THE COURT (LORD ESHER, M.R., and LOPES and RIGBY, L.JJ.) dismissed the motion.

LORD ESHER, M.R., said that the jury might reasonably come to the conclusion that what was said by the defendant imputed to the plaintiff that he had used his corporate office for the purpose of getting an improper advantage for himself, and therefore amounted to slander of him in his office, which was actionable without proof of special damage.

LOPES, L.J., concurred. Words imputing want of integrity, dishonesty, or malversation to anyone holding a public office of confidence or trust, whether an office of profit or not, were actionable *per se*. On the other hand, when the words merely imputed unsuitableness for the office, incompetency, or want of ability, without ascribing any misconduct touching the office, then no action lay, when the office was honorary, without proof of special damage. The jury here found that the words complained of imputed to the plaintiff malversation and misconduct in his office of alderman. Further, the corporation had the power of amotion—*i.e.*, of depriving the plaintiff of his office or alderman—on account of corrupt or dishonest conduct, and on that ground also the action was maintainable. The action was also maintainable on the ground that the words complained of imputed to the plaintiff a criminal offence.

RIGBY, L.J., agreed with the judgment of Lord Esher, M.R.—COUNSEL, *Waddy*, Q.C., and *W. J. Waugh*; *Tindal Atkinson*, Q.C., and *Scott Fox*. SOLICITORS, *Van Sandau, Cumming, & Co.*, for *Mills & Co.*, Huddersfield; *Firth & Co.*, for *Godfrey, Rhodes, & Evans*, Halifax.

[Reported by W. F. BARRY, Barrister-at-Law.]

GUARDIANS OF WEST HAM UNION (Appellants) *v.* **CHURCHWARDENS, OVERSEERS, AND GUARDIANS OF ST. MATTHEW, BETHNAL GREEN** (Respondents)—No. 1, 4th March.

Appeal from the Queen's Bench Division (Wills and Wright, JJ.). On the 20th of March, 1894, the House of Lords gave judgment reversing a decision of the Court of Appeal, ordering the respondents to pay the costs, and remitting the cause to the Queen's Bench Division (see 42 W. R. 573; 1894, A. C. 230). On the 18th of June the formal judgment of the House of Lords was issued, and on the 10th of July the appellants' costs in the House of Lords were taxed at £298, and on the 3rd of August the certificate of the taxing officer was obtained. On the 24th of October the order of the House of Lords was made a rule of the Queen's Bench Division for the purpose of enforcing the payment of the £298 for costs. The Divisional Court, upon the application of the respondents, stayed execution for these costs, upon the ground that by reason of section 1 of 22 & 23 Vict. c. 49 the time for enforcing payment had expired. That section provides that, "with respect to any debt, claim, or demand which may be lawfully incurred by or become due from the guardians of any union or parish, . . . such debt, claim, or demand shall be paid within the half-year in which the same shall have been incurred or become due, or within three months after the expiration of such half-year, but not afterwards." The poor law half-year ends on the 25th of March and the 29th of September in each year, and the Divisional Court held that the costs could only be paid within three months from the 25th of March, 1894.

THE COURT (LORD ESHER, M.R., and LOPES and RIGBY, L.JJ.) dismissed the appeal. They said that the judgment of the House of Lords on the 20th of March, 1894, created the debt for costs. It created a "debt, claim, or demand," within the meaning of section 1 of 22 & 23 Vict. c. 49. The appellants had, therefore, three months from the 25th of March to enforce payment of those costs, and not having done so, nor taken any proceedings to enforce payment within the time, it was too late now to enforce their payment.—COUNSEL, *Jelf*, Q.C., and *R. Cunningham Glen*; *Finlay*, Q.C., and *T. Beven*. SOLICITORS, *F. B. Hilleary*; *W. T. Howard*.

[Reported by W. F. BARRY, Barrister-at-Law.]

BURY *v.* **THOMPSON**—No. 1, 2nd March.

LANDLORD AND TENANT—LEASE—NOTICE TO DETERMINE—SUFFICIENCY OF NOTICE.

This was an appeal from a decision of the Divisional Court (Pollock, B., and Grantham, J.) in a special case stated in an action. The plaintiff by his writ claimed a declaration that the term of years created by a lease had been determined by the plaintiff on the 25th of December, 1894, by notice. By the lease in question the defendant demised to the plaintiff certain premises known as No. 33, Courtfield-road, Kensington, for the term of twenty-one years from the 25th of December, 1887, at the yearly rent of £270, payable quarterly. The lease contained a proviso in the usual form, giving the lessee power to determine the demise at the end of the seventh or fourteenth year of the term on giving the lessor six months' notice of his desire to do so next before the expiration of the seventh or fourteenth year. On the 21st of October, 1893, the plaintiff wrote to the defendant as follows: "I have just been looking at my lease, and I see that my first seven years will be determined on the 25th of December, 1894. I have been making inquiries for some time past, and I find that I am paying too high a rent, and considerably higher than any of the adjoining houses are able to let for now. I understand that the rent is £50 too high, and I shall not be able to stop unless some reduction is made. I give you an early intimation of this so that you may have ample time to consider what course you would like to adopt." In answer defendant wrote: "If you will at once waive your right to determine the lease at Christmas next year I will agree to take a reduced rent of £20 per annum, making it £250." On the 2nd of April, 1894, plaintiff wrote that £230 was enough to pay. On the 3rd of April defendant answered offering to take £240. On the 6th of July, 1894, plaintiff wrote offering to go on for another year at £240 on the terms of the old lease, but expressing unwillingness to take a seven years' lease. On the 7th of July defendant wrote: "As you did not give me notice to determine the tenancy I quite understood that you had made up your mind to continue for another seven years." The Divisional Court held that the letter of the 21st of October, 1893, was sufficient to determine the term created by the lease. The defendant appealed.

THE COURT (LORD ESHER, M.R., and LOPES and RIGBY, L.JJ.) dismissed the appeal.

LORD ESHER, M.R., said that, in order to constitute a good notice, it must clearly convey to the mind of the landlord that the tenant did not desire that the relationship of landlord and tenant should continue beyond the term of seven years. On looking at the letter of the 21st of October, 1893, no one could have any doubt but that the tenant meant that he was not desirous of continuing under the lease unless the landlord would consent to a reduction of the rent. The answer of the landlord clearly shewed that he so interpreted it. The court was bound, on the authority of the case of *Ahearn* v. *Bellman* (4 Ex. D. 201), from which the present case could not be distinguished, to hold that there had been good notice.

LOPES and RIGBY, L.JJ., concurred. Appeal dismissed.—COUNSEL, *Alfred Lyttelton*; *E. Bray*. SOLICITORS, *T. F. Adshead*; *Gush, Phillips, Walters, & Williams*.

[Reported by F. O. ROBINSON, Barrister-at-Law.]

Re **THE BANK OF SOUTH AUSTRALIA (LIM.)**—No. 2, 27th February.

COMPANY—WINDING UP—COMPULSORY ORDER—PETITION—DEBT UNDER AGREEMENT WITH VOLUNTARY LIQUIDATOR—DEBT INCURRED AFTER COMMENCEMENT OF VOLUNTARY WINDING UP—AGREEMENT FOR SALE BY LIQUIDATOR—COMPANIES ACT, 1862 (25 & 26 VICT. c. 89), ss. 95, 133, 145, 161.

Appeal by the contributories of the Bank of South Australia from a compulsory winding-up order made by Vaughan Williams, J., on the 6th of December last on the petition of the Union Bank of South Australia (Limited): see *ante*, p. 135. The Bank of South Australia was formed by deed of settlement in 1842, and was incorporated by Royal Charter in 1847, and received a supplemental charter in 1866. In 1884 a private Act of Parliament was passed by which the company was authorized to be and was registered as a limited company under the Companies Acts, 1862 to 1880. In the beginning of 1892, the company being unable to meet its engagements, negotiations were entered into by which the Union Bank was to take over all the assets, liabilities, and business of the Bank of South Australia. Accordingly, general meetings of the Bank of South Australia were held in March and April, 1892, and special resolutions were duly passed for voluntary winding up, and liquidators were appointed who were to be authorized to enter into an agreement with the Union Bank of Australia for the transfer of the company's assets and liabilities to the Union Bank. The agreement provided that the company and the liquidators thereof should transfer, and the Union Bank take over,

the property and assets of the company, and the undertaking, business, and goodwill thereof, the Union Bank undertaking to pay and discharge the debts and liabilities of the company, and to perform its contracts. If the aggregate amount of the value of the assets should be less than the amount of the debts and liabilities and the moneys paid by the Union Bank in respect of the liquidation, the Union Bank were to retain the amount of the deficiency, with interest, out of the proceeds of the realisation of certain property, and if that were insufficient the amount was to be deemed and treated as a debt due by the company to the Union Bank, and if at any time the assets in the hands of the liquidator were not sufficient to pay any debt due to the Union Bank under the agreement, the liquidators were, so far as they legally could, to make such calls as might be necessary to raise the amount required. The assets so transferred were found to be worth considerably less than the amount of the liabilities, and the Union Bank petitioned to have the voluntary winding up of the South Australian Bank continued under the supervision of the court, in order that the deficiency might be met by calls on the shareholders of the latter company. Vaughan Williams, J., dismissed the petition on the ground that the petitioning bank, not being creditors at the date of commencement of the voluntary winding up, had no *locus standi* to present a petition (see 1894, 3 Ch. 722). The Union Bank then presented a petition for the compulsory winding up of the Bank of South Australia, on which Vaughan Williams, J., made an order. The contributories resisted the order on two grounds—(1) on the true construction of the bank's private Act there was no liability on the shareholders to contribute a second amount in the winding up equal to the nominal amount of their shares; and (2) there was no debt on which a winding-up petition could be founded, the only debt in existence, if debt it were, having been incurred during the process of winding up, which could not be enforced as against the shareholders of the company. One of the provisions of the Royal Charter was that in the event of the exercise of the power given to the Treasury to revoke the privileges conferred upon the bank, the shareholders should be liable to be called upon to contribute to the payment of its debts and liabilities to the extent of twice the nominal amount of their subscribed shares. The following cases were referred to in the arguments: *Clinch* v. *Financial Corporation* (L. R. 5 Eq. 450, 16 W. R. Dig. 45, and on appeal 17 W. R. 84, L. R. 4 Ch. 117), *Re International Marine Hydropathic Co.* (33 W. R. 587, 28 Ch. D. 470), *Re East of England Banking Co.* (17 W. R. 18, L. R. 4 Ch. 14), *The Hire Purchase Furnishing Co.* v. *Richens* (36 W. R. 365, 20 Q. B. D. 387), *Stone* v. *City and County Bank* (3 C. P. D. 282, 26 W. R. Dig. 42), and *Re Bank of Hindustan, China, and Japan, Ex parte Levick* (L. R. 5 Eq. 69, 16 W. R. Dig. 70).

THE COURT (Lord HALSBURY, and LINDLEY and A. L. SMITH, L.JJ.) dismissed the appeal with costs.

Lord HALSBURY, in the course of his judgment, said that considerable light had been thrown on the true construction of the statute by the able argument of Mr. Phipson Beale. The company, having been incorporated by Royal Charter, wished to take advantage of section 199 of the Companies Act, 1862, and be registered. The effect of this was to bring into strong contrast many provisions of the charters. The first point to be noticed was the 2nd section, which empowered the bank at a particular time to be registered under the Act of 1862, with the powers contained in the charter. The moment you got rid of the company as a chartered company you did something inconsistent with the company's existence as chartered. It was true that the statute itself for certain purposes engrafted into the new creature the constitution of the old company. When the company became registered under the Act of 1862 the summary power of the Crown was gone, because it was a company created by statute, and was no longer a company existing during the pleasure of the Crown. It was therefore a difficult problem for the draftsmen of the Act to bring the incongruous inconsistencies of the two into one harmonious whole. It was no disrespect to him to say that he had not altogether succeeded. It was open to argument that there could be no further liability than that already subscribed by the shareholders. But, looking at all the sections together, his lordship did not entertain any doubt as to the meaning of the language, which was that, in the event of the winding up of the company, the shareholders were to be liable to the extent of double the amount of their shares. That, to his mind, was the leading idea all through; therefore, on the first point, the appellants failed. On the second point his lordship had some difficulty in following the argument; perhaps the shortest answer to the appellants' contention that this was not a debt was to say that it was a debt, and was a proper subject for a petition in winding up. His lordship said he had difficulty in understanding the previous decision of Vaughan Williams, J. (1894, 3 Ch. 722). If he did understand it he was not at present prepared to follow it, but it was not before the court, and therefore no decision was necessary.

LINDLEY, L.J., was of the same opinion, and said that the meaning of the private Act was not so difficult as the appellants tried to make out. It would require much ingenuity to miss the plain meaning of section 7. It meant "in the event of the company being wound up (no double event) the further liability should arise. The case of the *New Zealand Gold Extraction Co. (Limited)* v. *Peacock* (1894, 1 Q. B. 622) shewed that the call made on the shareholders was not *ultrâ vires*. That being so, the debt was incurred, and the creditors who could not get their money must have recourse to proceedings under the Winding-up Act, 1890, and present their petition.

A. L. SMITH, L.J., gave judgment to the same effect.—COUNSEL, *Cozens-Hardy*, Q.C., *Buckley*, Q.C., and *Ingle Joyce*; *Finlay*, Q.C., *Phipson Beale*, Q.C., and *S. Dickenson*. SOLICITORS, *Hollams, Sons, Coward, & Hawksley*; *Murray, Hutchins, Stirling, & Murray*.

[Reported by W. SHALLCROSS GODDARD, Barrister-at-Law.]

High Court—Chancery Division.

ATTORNEY-GENERAL (AT THE RELATION OF HERBERT SCHOFIELD BALMFORTH) *v.* PUDSEY LOCAL BOARD AND ALFRED BELL.—North, J., 27th February.

LOCAL BOARD—BYE-LAWS—NEW STREETS—PRINCIPAL STREET.

The bye-laws of the defendant board enacted that (2) every person who lays out a new street shall, "if it be a principal street, lay it out and form it at least 36 ft. wide, and the local board shall determine in each case what proportion of the width of such street shall be laid out as carriage-way and footway respectively"; and that (3) "if the new street be not a principal street he shall lay it out and form it at least 18 ft. wide, &c. . . . provided always that the local board may determine whether any such street shall or shall not be laid out and formed of sufficient width for a principal street." In September, 1875, the defendant board approved the plan of an estate shewing the street which was the subject of this action, and which was on the said plan shewn to be 36 ft. in width. The plaintiff Balmforth had built in 1887 three houses in the street after having his plans approved by the defendant board, and sought an injunction to restrain the defendant Bell from building, or permitting any building to remain, so as to infringe the board's bye-laws, and thereby causing the said new street to be of a less width than 36 ft., and to restrain the defendant board from permitting such infringement. It was (*inter alia*) contended on behalf of the plaintiffs that the said new street having been shewn originally 36 ft. wide, was "a principal street" within the meaning of the defendant board's bye-laws, and that, therefore, it must be left 36 ft. wide.

NORTH, J., in the courre of his judgment read the bye-laws above referred to, and continued:—It was contended on behalf of the plaintiff that this was a principal street, and therefore it must be 36 ft. wide. Now in my opinion it is not intended in these bye-laws to lay down in every case what shall be "a principal street," but it is left to the discretion of the board. The bye-law seems to me to contemplate that "a principal street" shall be not less than 36 ft. in width, but it also refers to other streets which are not "principal streets." "Principal streets" seem to be superior to other streets, but it is not suggested that one of the other streets laid out under the 3rd bye-law cannot be 40 ft. wide without being "a principal street." I cannot draw any conclusion from the bye-laws that this is "a principal street," and the only conclusion I can come to is that the fact of the board's having required this street to be 36 ft. wide shews that they thought the street of some importance. Action dismissed with costs.—COUNSEL, *Swinfen Eady*, Q.C., and *H. Greenwood*; *R. Cunningham Glen* and *J. J. Wright*; *J. G. Butcher* and *E. J. Naldrett*. SOLICITORS, *Bell, Brodrick, & Gray*, for *Weatherhead & Knowles*, Bradford; *Jaques & Co.*, for *Lancaster & Wright*, Bradford; *Ullithorne, Currey, & Villiers*, for *M. Banks Newell*, Bradford.

[Reported by R. SILLEM, Barrister-at-Law.]

***Re* OGILVIE, LEIGH *v.* OGILVIE**—North, J., 2nd March.

LUNATIC NOT SO FOUND—MAINTENANCE—NEW ZEALAND.

This was a petition by the public trustee of New Zealand for the payment to him of the sum expended in maintaining Charles Ogilvie, a lunatic not so found by inquisition. By the Public Trustee Act (New Zealand), 1872, s. 15, "The Governor may by Order in Council place in the Public Trust Office any property held in trust for the benefit of private persons or public bodies or communities by the Crown or by the Governor, or by officers or trustees appointed by the Governor . . . and from and after the date of any such Order in Council the property to which it relates shall become vested in the public trustee subject to the trusts attaching thereto . . . and when any such property is placed in the Public Trust Office all the duties, powers, and responsibilities of the officers, trustees, or other persons theretofore holding or administering the same shall cease, and such officers, trustees, or other persons shall forthwith hand over to the public trustee all deeds, papers, and moneys belonging to or relating to such property." The Consolidation Act (New Zealand) of 1894, which passed after the petition was presented, does not affect the question. By section 2 of the Lunacy Act (New Zealand), 1882, a lunatic is defined as "a person incapable of managing his own affairs, whether found lunatic or not," and by section 210 the public trustee is entitled to the general management of the estate of a lunatic of whom he has been appointed committee or where no committee has been appointed. Charles Ogilvie, on the death of the tenant for life on the 3rd of July, 1891, became entitled to one-tenth of a fund of about £12,000. He had not been heard of for many years, and a sum of £1,242 Consols, representing his share, was paid into court on the 28th of January, 1892. It was afterwards ascertained that he had been maintained at the public expense in an asylum in New Zealand, and that the cost of his maintenance had been £1,050, the payment of which sum out of the fund in court was now asked. *Re Barlow* (36 Ch. D. 287) was cited.

NORTH, J., made the order asked.—COUNSEL, *Butcher*; *Martelli*. SOLICITORS, *Mackrell, Maton, & Grahame*; *Douglas & Norman*.

[Reported by G. B. HAMILTON, Barrister-at-Law.]

***Re* TOWNSEND'S CONTRACT**—Stirling, J., 30th January and 19th February.

VENDOR AND PURCHASER—TITLE—LEGAL ESTATE IN COPYHOLDS DEVISED TO TRUSTEES—LIMITATION OF ESTATE—EXECUTORY DEVISE—VENDOR AND PURCHASER ACT, 1874.

John Ward, by his will, devised to the trustees therein named, their heirs and assigns, all his freehold and copyhold estates at H., to hold to them, their heirs and assigns, for ever, upon trust to pay the rents and

profits thereof to Mrs. Townsend during her life for her separate use and without power of anticipation, and after her death to stand seised or possessed of the said estates in trust for such person or persons as she should by her will appoint, and in default of and subject to any such appointment the testator gave the said estates to the said Mrs. Townsend, her heirs and assigns, for ever. The said John Ward died in 1861, and after his decease the trustees of his will were duly admitted tenants to the copyhold property devised by the testator. Mrs. Townsend died in 1893, having by her will exercised the power of appointment given to her by the will of John Ward as aforesaid, directing her trustees to sell all the said copyhold estates at H., and to assure the same to the purchaser or purchasers thereof, his or their heirs and assigns respectively. In compliance with this direction the trustees put up the said copyhold estates to auction and sold them, tracing their title from the will of John Ward aforesaid, and stating in the conditions of sale that all the trustees of that will were dead. The purchaser objected to this title, on the ground that the trustees of John Ward's will had been admitted tenants on the roll, but no devolution of the legal estate had been shewn. He contended that the person entitled must be admitted as tenant on the roll at the expense of the vendors, so that a proper surrender could be made to the purchaser. The vendors replied that this was unnecessary, as the legal estate was in effect only vested in the trustees of John Ward's will for the life of the tenant for life, and after the death of the latter it vested in the purchaser, as appointee under her will, whereby she exercised the power of appointment given to her by the said will of John Ward. This was a summons taken out by the vendors for a declaration that they had sufficiently complied with the purchaser's requisition and that they had shewn a good title in accordance with the particulars and conditions.

Feb. 19.—STIRLING, J.—I am of opinion that the requisition has not been sufficiently complied with. The question I have to decide is whether the trustees of the will of John Ward took the legal estate in these copyholds. It is to be observed that the devise includes both freehold and copyhold estates, but it has been decided by the late Master of the Rolls in *Baker* v. *White* (23 W. R. 670, L. R. 20 Eq. 166) that, although the same general rules govern the determination of the question of what estate trustees of a will can take in the case of both classes of property, yet in applying those rules, the question as to the freeholds and copyholds must be decided irrespectively of the circumstance that both are comprised in the same devise. [His lordship here read from the Master of the Rolls' judgment at p. 175: "Now I come to treat . . . reference to the Statute of Uses."] In the present case freeholds and copyholds were given to the trustees, their heirs and assignees, upon trust to pay the rents and profits, reading it shortly, to Mrs. Townsend, during her life for her separate use. There is no question that they took the legal estate during her life. Among the rules which are to be applied to gifts both of freehold and copyhold property to trustees is this, that where you find words of devise to trustees and their heirs, then those words are to have their full natural effect as giving an estate of inheritance to the trustees, unless something is found on the face of the will which cuts that estate down in some determinate event: *Doe* v. *Davies* (1 Q. B. 430), *Podd* v. *Watson* (6 E. & B. 606), and *Collier* v. *Walters* (22 W. R. 209, L. R. 17 Eq. 252). I need not go through all these three cases, as the two former are sufficiently dealt with for my purpose by Jessel, M.R., in the last one. [His lordship here read from the Master of the Rolls' judgment at p. 261 (L. R. 17 Eq.): "Now the first observation . . . less than a fee simple will do" on p. 263.] Applying that rule to the present case, I ask what less estate than an estate of inheritance can satisfy the words of this will? The testator directs that from and after the decease of Mrs. Townsend the trustees are to stand seised or possessed of the said estates in trust (in effect) for such persons and purposes as she shall by will appoint. Now those words imply, to my mind, that they were to take an estate lasting beyond the life of Mrs. Townsend. At what definite point, then, can the estate be cut down? The only suggestion is that it is to be found in the words of the gift to Mrs. Townsend, her heirs and assigns, in default of appointment. It is said that there is to be found there something in the nature of an executory devise of the copyholds in default of appointment. Assuming that to be so, then, as it seems to me, Mrs. Townsend has, by her will, made a direction, limitation, or appointment of this property, for she has directed her executors to sell all her copyhold estates and to assure them to the purchaser thereof. That seems to me, having regard to the decisions in *Holder* v. *Paxton* (2 Wils. 400) and *Glass* v. *Richardson* (2 De G. M. & G. 658), to operate as a direction to appoint to the purchaser. It is said that that direction ought to be read as taking effect with reference to the legal estate devised to Mrs. Townsend. But it seems to me that if I were to read the will of John Ward as giving her such an estate, I should be departing from the rule, as there would be no definite or ascertainable period at which the estate of the trustees would be determined, and, looking at the will as a whole, I should, if it were necessary to decide it, be inclined to hold that the estate devised to Mrs. Townsend, her heirs and assigns, was equitable, and not legal. But assuming that the contention of the vendors is correct, I think that Mrs. Townsend has really given a direction or made an appointment by her will within the meaning of the will of John Ward, and consequently, in the events which have happened, the legal estate remains vested in the trustees of his will. I have only to decide that, and I may add that, in so deciding, I am not in any way departing from the decision of *Doe* v. *Barthrop* (5 Taunt. 382). The words of the will in that case were different. There was a devise of copyholds to trustees and their heirs in trust to permit A. to receive the rents or to pay the same to A. during her life for her separate use, and, subject to such estate and interest, the testatrix devised the property to such persons as A. should by will appoint, and in default of appointment to the right heirs of A. It is to be observed that there nothing was said as to the trustees standing possessed of any estate after the death of A., but the will starts afresh, after the gift of the life interest, and makes a new devise to such persons as she, A., should appoint, and that, in default, to her right heirs. That is in a different form from the devise in the will in the present case. I hold that in this respect the vendors have not sufficiently complied with the requisitions. Summons dismissed.—COUNSEL, *T. T. Methold* and *A. Beddall*. SOLICITORS, *Gepp & Sons*; *W. Rogers*.

[Reported by ARTHUR MORTON, Barrister-at-Law.]

Winding-up Cases.

CHARLWOOD *v.* **THE LEASEHOLD INVESTMENT CO.** — Vaughan Williams, J., 6th March.

COMPANY — DEBENTURES — PRACTICE — ACTION BY DEBENTURE-HOLDERS — DECLARATION OF CHARGE.

This was an action brought by debenture-holders to enforce their security. The minutes of judgment as drawn contained a declaration that the debentures were a charge on the property of the company.

VAUGHAN WILLIAMS, J., said that it was not his practice to make such a declaration in a case like the present, and that the minutes must be amended by omitting the declaration.—COUNSEL, *E. C. Macnaghten*; *A. J. Chitty*. SOLICITORS, *Rodgers & Co.*; *Hargrove & Co.*

[Reported by V. DE S. FOWKE, Barrister-at-Law.]

High Court—Queen's Bench Division.

NEVILL *v.* **THE FINE ARTS INSURANCE CO. (LIM.)**—4th March.

LIBEL — CORPORATION — LIABILITY — PRIVILEGED OCCASION — EXCESS OF PRIVILEGE—MALICE.

This was the further consideration of an action tried before Pollock, B., and a special jury, in which the plaintiff sued the defendant company to recover damages for an alleged libel contained in a circular letter issued by the company to their sub-agents and customers to the effect that the agency of the plaintiff had been closed by the directors, whereas according to the plaintiff's case he himself had resigned his position as agent to the defendants. The questions left to the jury were: (1) Was the circular letter a libel or not? (2) Was it written falsely and maliciously? (3) Did the words mean that the plaintiff was dismissed from the defendants' employment for some reason discreditable to himself? The jury answered the first question in the affirmative, but did not answer the other two questions. In answer to two further questions they found (*a*) that the statement made by the defendants was untrue; (*b*) that the defendants exceeded the privileged occasion by stating that the agency of the plaintiff had been closed by the directors. They assessed the damages at £100. On these findings counsel for the defendants moved that judgment should be entered for the defendants on the grounds that the words were not capable of a defamatory meaning, that the occasion was privileged, that there could be no libel on a privileged occasion without proof of express malice, and that a corporation was incapable of such express malice. It was contended for the plaintiff that the libel was issued by an officer of the defendant company in the interests of that company, and that the defendants were therefore responsible for the wrongful act of their servant.

POLLOCK, B., in the course of a considered judgment, after stating the facts and holding that the letter in question was capable of being treated as a libel and raised a question which ought to be decided by the jury (*Capital and Counties Bank* v. *Henty*, 7 App. Cas. 741), continued: The jury having found the letter to be a libel, no further question would have arisen were it not that the occasion upon which it was published was said to be privileged. Whether that was so or not is a matter of law to be decided by the judge (*Somerville* v. *Hawkins*, 10 C. B. 583; *Taylor* v. *Hawkins*, 16 Q. B. 308; *Cooke* v. *Wildes*, 3 E. & B. 328); and the letter having been sent to the defendants' customers with a view to inform them of a fact which related to the mode in which their business would in future be carried on, I told the jury that the occasion which required the writing of some such letter was privileged. It was then contended for the plaintiff that, although the occasion was privileged, that part of the letter which stated that the plaintiff's agency had been closed by the directors was uncalled for by the requirements of the occasion, and, therefore, in excess of the privilege which attached to and protected the rest of the letter. This was left to the jury, and they found it in favour of the plaintiff. The question now arises whether, upon this finding, the verdict ought to be entered for the plaintiff. In considering this, the two principal matters to be borne in mind were—first, that the defendants were a corporation, and, secondly, that the excess found by the jury was not by reason of any extrinsic or personal act or conduct, but that it was intrinsic and arising from language used in the letter which was injurious to the plaintiff and unnecessary for the proper explanation to the defendants' customers of what had occurred. Here the defendants are a limited company and a corporation, and it is now clear law that such a company is liable to an action for a libel when it is contained in a writing the publication of which was authorized by the company, and which is in itself in furtherance of objects and business for which the company was incorporated: *Whitfield* v. *The South-Eastern Railway Co.* (E. B. & E. 115). Where the defendant is an individual it has been usual, after the libel complained of has been held to have been published upon a privileged occasion and an excess of the

occasion is alleged—whether that excess is extrinsic or intrinsic—to ask the jury if the excess was such that they would infer a malicious intention on the part of the defendant. Indeed, when considering the libellous conduct of an individual it is difficult to exclude the question of motive. Whether it is necessary that the jury should come to the same conclusion where the defendant is a corporation and the alleged excess is intrinsic has never, as far as I can find, been decided. If the matter be dealt with apart from authority the logical consequence of well-established principles on which the law of libel is grounded leads to the conclusion that the plaintiff is entitled to succeed although there had been no finding against the defendants of express malice. It was decided many years ago by the case of *Mercer* v. *Sparks* (Noy, 35), that a declaration in slander was sufficient, although the averment *quod malitiose dixit* was omitted because the words themselves were malicious; and in accord with this, in *Rex* v. *Harvey* (2 B. & C. 257) and *Haire* v. *Wilson* (9 B. & C. 643) it was held that even in an indictment for libel malice need not be averred or proved. [His lordship then referred to the judgment of Lord Tenterden in the latter case and to the judgment of Bayley, J., in *Bromage* v. *Prosser* (4 B. & C. 247), and continued:—] In *Whitfield* v. *The South-Eastern Railway Co.* a declaration against a corporation for libel was demurred to upon the ground that there was no averment of malice. The court held this to be unnecessary, and Lord Campbell, in delivering judgment, said:—"The demurrer to the declaration in this case can only be supported on the ground that the action will not be without proof of express malice, as contradistinguished from legal malice. But if we yield to the authorities which say that in an action for defamation malice must be alleged (notwithstanding authorities to the contrary), this allegation may be proved by shewing that the publication of a libel took place by order of the defendants, and was therefore wrongful, although the defendants had no ill-will to the plaintiffs and did not mean to injure them. Therefore, the ground on which it is contended that an action for a libel cannot possibly be maintained against a corporation aggregate fails." These explanations of what constitute a libel seem to me to be the true foundation of the decisions by which it has been held that a corporation may be found guilty of a libel, although no personal ill-will can be attributed to it. If a corporation for its own benefit publishes that which is false and calculated to injure any one, it is right that they should be held responsible, and such is the law. Is there, then, any distinction between the rule of law whereby a corporation is liable *primâ facie* for a libel and that whereby it is sought to make it liable for publishing what is false and calculated to injure any one upon an occasion which was privileged for the making of a necessary and proper statement, but not privileged for the making of the statement complained of, which was unnecessary and improper? Must not the privilege to prevail be sufficient to cover not merely the occasion but the particular language used? Or, in other words, does not a plaintiff succeed if he proves that the occasion did not justify the defendant in making a portion of the communication the residue of which was justifiable? In considering the character of the language used upon a privileged occasion, it may be that juries ought not to be over critical as to its force or warmth, inasmuch as, if the occasion was lawful, mere use of words that were stronger than the occasion demanded ought not to make that a libel which expressed in milder terms would not be so, but this applied almost with equal force to the original question of libel or no libel. In *Warren* v. *Warren* (1 C. M. & R. 250) the defendant wrote a letter to a person who had the management of property in which both the plaintiff and defendant were interested, and the terms of the letter mostly related to such property, but it contained also a charge against the plaintiff of bad conduct to his relations. A verdict having been found for the plaintiff, on a motion for a new trial Parke, B., said:—"So far as related to the common property, the letter might be confidential, but, with regard to that part which reflected on the plaintiff's conduct to his mother and aunt, it is impossible to hold that the defendant was privileged. The manager could have nothing to do with that." When the authorities are referred to, some difficulty arises, no doubt, from the user by judges of the words "express malice" when dealing with the improper use of a privileged occasion. These expressions have, however, often been found fault with and explained away even where the defendant was an individual. In the *Capital and Counties Bank* v. *Henty* Lord Blackburn said:—"If the occasion is such that there was either a duty, though perhaps only of imperfect obligation, or a right to make the publication, it is said that the occasion rebuts the presumption of malice, but that malice may be proved, or I should prefer to say that he is not answerable for it so long as he is acting in compliance with that duty or exercising that right, and the burden of proof is on those who allege that he was not so acting." In *Abrath* v. *The North-Eastern Railway Co.* (11 App. Cas. 247) in which it was decided that an action for malicious prosecution will not lie against a corporation upon the ground that a corporation was incapable of malice or motive, Lord Bramwell, in speaking of the liability of a corporation, said:—"So also they may be liable for the publication of a libel. That unfortunate word 'malice' has got into cases of actions for libel. We all know that a man may be the publisher of a libel without a particle of malice or improper motive. Therefore, the case is not the same as where actual and real malice is necessary. Take the case where a person may make an untrue statement of a man in writing, not privileged on account of the occasion of its publication; he would be liable although he had not a particle of malice against the man." For these reasons the plaintiff is entitled to have the verdict entered for him. In coming to this conclusion I have not overlooked that a corporation might be held liable for a libel upon the principle that they were responsible for the acts of their authorized agents when done for the benefit of the corporation and in pursuance of the objects for which it was incorporated, nor that there is some authority for saying that a corporation might be guilty of malice. The affirming of either of these propositions would, however, give rise to somewhat technical arguments, and I prefer to rest my judgment upon what appears to be sounder basis by holding that the libel in question is, apart from any question of malice, a wrongful act in furtherance of the defendants' interest, for which, as for other wrongful acts, a company is libel although it be a corporate body. Judgment for the plaintiff for £100.—COUNSEL, *Finlay*, Q.C., and *Poyser*; *Sir E. Clarke*, Q.C., and *Bankes*. SOLICITORS, *R. C. Ponsonby*; *Deacon, Gibson, & Medcalf*.

[Reported by T. R. C. DILL, Barrister-at-Law.]

WIRRAL HIGHWAY BOARD *v.* **NEWELL**—15th January and 5th March.

HIGHWAY—REPAIR—EXTRAORDINARY EXPENSES—SURVEYOR'S CERTIFICATE—HIGHWAYS AND LOCOMOTIVES AMENDMENT ACT, 1878 (41 & 42 VICT. c. 77), s. 23.

Case stated by the justices of the county of Chester under 42 & 43 Vict. c. 49. This case involved the question as to whether or not the certificate of a surveyor of highways, made under section 23 of the Highways and Locomotives Act, 1878, in respect of excessive weight and extraordinary traffic on certain roads, was invalidated by reason that it included other highways besides the one in question. On the 7th of December, 1893, the surveyor of the Wirral Highway Board certified that extraordinary expenses to the extent of £385 6s. 11d. had been incurred by the Wirral Highway Board in repairing highways in the townships of Barnston, Storeton, Burton, and Ness during the preceding twelve months by reason of extraordinary traffic caused by the orders of the respondent, John Newell. On the 14th of December, 1893, the appellants demanded payment of that sum, but it was not paid. On the 31st of May, the extraordinary traffic having ceased, the surveyor made four fresh certificates, in which he dealt separately with the portions of the highways in each of the above-named townships respectively, indicating more particularly the roads over which the traffic passed. The first of these, which was the one in respect of which the proceedings were instituted which were the subject of this appeal, certified that extraordinary expenses had been incurred to the extent of £202 3s. 2d. between April, 1893, and April, 1894, in repairing a certain highway extending from the village of Burton, in the county of Chester, to the boundary of the local board district of Neston and Parkgate, by reason of excessive weight passing along the same, and extraordinary traffic caused by the respondent. The sum not having been paid on demand, a complaint was preferred by the highway board; and the magistrates who heard the case decided that they ought not to hear evidence with regard to so much of the matter of complaint as arose before the 7th of December, seeing that in respect of that portion of the claim complaint had not been made within the period of six months after the date of the certificate prescribed by 11 & 12 Vict. c. 43, s. 11, and they proceeded to ascertain the amount of the expenses incurred since the 7th of December, 1893, which they found to be £52. On appeal, the appellants contended that the certificate of the 7th of December was bad, as it did not specify the roads over which the traffic had taken place, and that, therefore, the period of six months only commenced to run from the date of the second certificate. In support of this contention they cited *Whitebread* v. *Sevenoaks Highway Board* (1892, 1 Q. B. 8), *Cook* v. *Ipswich Local Board* (L. R. 6 Q. B. 451), *Hill* v. *Thomas* (1893, 2 Q. B. 333), and *Etherley Grange Coal Co.* v. *Auckland District Highway Board* (1894, 1 Q. B. 37). For the respondent it was argued that the first certificate was good, that it was not essential that it should specify the road or roads in particular, being intended for the information of the board, and not the person to be charged; and that at any rate the board were not themselves entitled to object to their surveyor's certificate. The cases cited were *Poole and Fordon Highway Board* v. *Gunning* (51 L. J. M. C. 49), *Wallington* v. *Hoskins* (6 Q. B. D. 206), *Story* v. *Sheard* (1892, 2 Q. B. 515), and *Pickering Lythe East Highway Board* v. *Barry* (8 Q. B. D. 59).

THE COURT (LAWRANCE and KENNEDY, JJ.) dismissed the appeal.

KENNEDY, J., after stating the facts, delivered the following judgment:—We are of opinion that the justices arrived at a proper conclusion, and that our judgment should be for the respondent. It is argued on behalf of the appellants that the certificate of the 7th of December, 1893, was invalid, as it related to several other highways as well as to the highway in question, and it was suggested that such a certificate was a nullity, and might be rectified by the issue of a second certificate. In favour of this view the case of *Cook* v. *Ipswich Local Board* was cited; but it appears to us that the cases are essentially different. In the *Ipswich case* the surveyor, whose duty it was to make an apportionment of the sum to be paid by the owner of certain property, having made a bad apportionment by lumping together expenses in regard to two streets which ought to have been kept separate, the court held that such apportionment was a nullity, and that the surveyor was not precluded from making a proper apportionment. In this case the alleged invalidity of the certificate was caused by the fact that more highways than one were included in the certificate; but it seems to us that the object of the certificate is to inform the highway board of the fact that extraordinary expenses have been incurred upon certain highways within their jurisdiction; and upon that certificate the complaint preferred before the justices is formulated; and the apportionment or estimate of expenses seem to form no necessary part of the certificate, but is the subject of proof before the court having cognizance of the case. It seems to us, therefore, that the December certificate was sufficient for the purpose of founding proceedings for the recovery of the expenses, and as the proceedings in July were not commenced within six months of the giving of the certificate (*Poole and Fordon Highway Board* v. *Gunning*), the time had passed during which any claim could be made upon the respondent in respect of extraordinary expenses incurred before the 7th of December, 1893. Under these circumstances we think the justices were right in excluding these extraordinary expenses from the amount ordered by them to be paid by

the respondent.—Counsel, *Bosanquet*, Q.C.; *A. A. Tobin*. Solicitors, *Cunliffes & Davenport*, for *J. Churton*, Chester; *Yates, Johnson, & Leach*.

[Reported by C. G. Wilbraham, Barrister-at-Law.]

TAYLOR *v.* GATES—C. A. No. 2, 4th March.

Solicitor—Affidavit used in Chambers—Duty to File—R. S. C., XXXVIII., 10, 15.

This was an appeal from a decision of Day, J., at chambers, whereby his lordship dismissed an application by the plaintiff that the solicitor for the defendant should be ordered to file a certain affidavit, which had been sworn by the defendant. The facts were as follows: In the action an application was made by the plaintiff by summons under order 14 for judgment in respect of a sum of £891. On the 10th of January this summons came before the master, and he made an order that the defendant should pay into court a sum of £500. The defendant appealed against that order to the judge, and the matter was heard before Day, J., on the 16th of January. For the purposes of that appeal the affidavit in question was prepared and sworn by the defendant, and a copy thereof was furnished to the plaintiff. Upon the hearing of the appeal to the judge facts set forth in the affidavit in question were stated and relied on by the counsel who appeared for the defendant, and he undertook that the affidavit should be filed. Day, J., dismissed the appeal, and, at the request of the plaintiff, indorsed on the summons "All affidavits used to be filed." The affidavit in question was not, however, filed. The plaintiff took out a summons asking that the defendant's solicitor should be ordered to file the affidavit. This came before Day, J., on the 29th of January, but as at that time negotiations for a settlement of the action were pending, his lordship made no order on that summons. Thereupon the plaintiff gave notice to the defendant of his intention to appeal against such refusal, but did not enter the appeal or take any other proceedings in respect of it, and the defendant's solicitor was aware that the plaintiff had not entered it or taken any such other proceedings. Subsequently the action between the plaintiff and defendant was compromised, and the plaintiff informed the defendant's solicitor that he did not intend to prosecute his appeal. The defendant's solicitor, however, by a letter of the 7th of February, stated in effect that, as he had delivered his briefs to counsel upon the appeal, he could not assent to the plaintiff discontinuing his appeal, and required payment from the plaintiff of about £30 in respect of the costs which he had incurred in respect of the appeal. In reply to that letter of the 7th of February the plaintiff stated that he should proceed with the appeal in order to have it decided who was in the right.

Lindley, L.J., in delivering his judgment, stated that he considered that the case was a very important one with respect to the practice of the court. He had always understood the practice to be that, after an affidavit had been sworn and used, it was the duty of the solicitor to file it. It was extremely important that that should be done. He did not think that the solicitor had given a sufficient reason for not doing his duty in that respect. His lordship called attention to the fact that in chambers affidavits are often used before being filed, but that was on an undertaking, express or implied, that they should be filed. The solicitor alleged that he had handed over the affidavit to his client; but his counsel had undertaken to file it, and it had never been filed. Having regard to the letter of the 7th of February, and to the fact that the plaintiff did not press for the filing of the affidavit, the only order on the appeal would be that the defendant solicitor should pay the costs.

A. L. Smith, L.J., concurred.—Counsel, *Atherley Jones; Cyril Dodd*, Q.C., and *Cluer*. Solicitors, *Hurford & Taylor; Marriott & Conder*.

[Reported by W. Scott Thompson, Barrister-at-Law.]

LAW SOCIETIES.

THE SHEFFIELD DISTRICT INCORPORATED LAW SOCIETY.

At the twentieth annual general meeting of the society, held at the Rooms, Hoole's Chambers, Bank-street, Sheffield, on Thursday, the 28th of February, 1895, at 3.30 o'clock p.m.—Present: Mr. Edward Thomas Moore, in the chair, and Messrs. Allen, J. C. Auty, Barber, Barker, Bennett, Binney, Bowman, E. Bramley, H. Bramley, C. A. Branson, G. E. Branson, Chambers, Dust, Emmett, Esam, Foster, Greaves, Gunstone, T. W. Hall, Howe, Kesteven, Machen, A. E. Maxfield, Neal, Parker, Peck, Porrett, J. W. Pye-Smith, Russell, W. Smith, Stacey, R. G. Thompson, Tibbitts, Vickers, and Messrs. E. T. Harrop, F. L. Harrop, Pickford, and Willis (Rotherham); Alderson (Eckington), and J. W. Hatfersley (Mexbro').

The notice convening the meeting, and the report, as printed, having been taken as read, it was resolved:—

1. That the report presented by the committee be received, confirmed, and adopted.

2. That the accounts of Mr. Arthur Wightman, the treasurer for the past year, be approved and passed, and that the thanks of the society be given to him for his services.

3. That the cordial thanks of the society be given to Mr. Edward Thomas Moore, the president, for the ability with which he has filled the office, and the consideration he has given to his duties during the past year.

4. That the cordial thanks of the society be given to Mr. Herbert Bramley for the able manner in which he has discharged the office of honorary secretary from the commencement of the society.

5. That Mr. Charles Edmond Vickers be elected the president; Mr. Herbert Bramley be elected the vice-president; Mr. Arthur Wightman be re-elected the treasurer; and Mr. H. Bramley be re-elected the secretary of the society.

6. That the following gentlemen be hereby appointed to act with the officers mentioned in the last resolution as the committee for the ensuing year, viz.: Messrs. H. W. Chambers, W. Dust, T. Gould, H. N. Lucas, A. Neal, D. M. Nicholson (Wath), J. K. Parker, R. Pashley (Rotherham), E. T. Moore, R. Benson, J. Binney, F. L. Harrop (Rotherham), A. E. Maxfield, F. P. Smith, and W. Smith.

7. That Messrs. R. J. Wake and E. W. Pye-Smith be appointed the auditors of the society for the ensuing year, and that the best thanks of the society be given to Messrs. R. J. Wake and W. F. Smith for their kindness in auditing the accounts for the last year.

8. That the thanks of the society be given to C. B. Stuart Wortley, Esq., Q.C., M.P., for his attention to the matters laid before him by the committee, and for prints of the public Bills brought into the House of Commons during the past session, which he has forwarded to the committee.

9. That in view of the circular of the Commissioners of Inland Revenue, dated the 20th of February, 1895, offering, at any time hereafter, without charge or penalty, to stamp conveyances of land, in which conveyances rent charges are apportioned, or assignments of leaseholds, in which assignments the ground rent is apportioned, when such deeds are dated before the 1st of January, 1895, members of this society be recommended not to require vendors of property to stamp such deeds on the occasion of a purchase of property, when such stamping could be required.

10. That the members of the Sheffield District Incorporated Law Society now assembled, who are members of the Incorporated Law Society of the United Kingdom, are willing that their annual subscription to that society, after the year 1895, shall be increased to one guinea.

Edward Thomas Moore, Chairman.

11. That the thanks of the meeting be given to the chairman for presiding.

LAW STUDENTS' JOURNAL.

INCORPORATED LAW SOCIETY.

Honours Examination.

January, 1895.

At the examination for honours of candidates for admission on the roll of solicitors of the Supreme Court, the examination committee recommended the following as being entitled to honorary distinction:—

First Class.

[In Order of Merit.]

Moses Hyman Isaacs, who served his clerkship with Mr. James Bishop Hartley, of London.

Second Class.

[In Alphabetical Order.]

Edward Milligen Beloe, who served his clerkship with Mr. Edward Milligen Beloe, sen., of King's Lynn.

John Twynholm Graham, who served his clerkship with Mr. Francis Thomas Stevenson, of Darlington.

Charles Henry William Osborn, who served his clerkship with Mr. Wyatt Digby, of London; and Mr. Archibald Edward Young, of Hastings.

Francis Thomas Redfern, who served his clerkship with Mr. Francis Redfern, of Birmingham.

Roderick Mackenzie Scott, who served his clerkship with Messrs. Budd, Brodie & Hart, of London.

James Stobie, who served his clerkship with Mr. John Copson Fowke, of Birmingham.

Third Class.

[In Alphabetical Order.]

Archibald Lindsay Careless, who served his clerkship with Mr. William Robinson Smith, of Swansea.

Charles James Chapman, who served his clerkship with Messrs. Darbishire, Tatham & Worthington, of Manchester.

Gilfrid Gordon Craig, who served his clerkship with Mr. Mark Whyley, of Bedford; and Mr. John Yates Landon, of the firm of Messrs. Speechly, Mumford, Landon & Rogers, of London.

Thomas Dowling, who served his clerkship with Mr. John William Teale, of the firm of Messrs. Man, Teale & Tomlinson, of Bishop Auckland.

Robert Epton, who served his clerkship with Mr. Charles Scorer, of the firm of Messrs. Burton, Scorer & White, of Lincoln; and Messrs. Page & Scorer, of London.

Reginald Thomason Gould, B.A., who served his clerkship with Messrs. Bridges, Sawtell, Heywood & Co., of London.

Albert Harris Hayward, who served his clerkship with Mr. Henry Marriott Richardson and Mr. Percy Marsh, both of Bolton.

Joseph Hetherington, who served his clerkship with Mr. George Hetherington and Mr. William Thomas Green, both of Wigton.

Frederick Huntley, who served his clerkship with Mr. George Septimus Warmington, of London.

Siward James, who served his clerkship with Mr. George Frederck James, of the firm of Messrs. James & Barton, of Birmingham.

Gilbert Buttler Kennett, who served his clerkship with Mr. George Buttler Kennett, of Norwich.

Joseph Lloyd, who served his clerkship with Mr. Alun Lloyd, of Rhyl.
George Joseph Pomery, who served his clerkship with Mr. Robert Leigh, of Beaminster; and Mr. Philip John Rutland, of London.
Tom Redfern, who served his clerkship with Messrs. Challinor & Shawe, of Leeds; and Messrs. Marten, Cutler & Co., of London.
John Walter Robson, who served his clerkship with Mr. Walter Heywood Blears, of Manchester.
John Clarke Snowden, who served his clerkship with Mr. John Richardson Wood, of the firm of Messrs. H. & J. R. Wood, of York.
Frank Oliphant Tomkins, who served his clerkship with Mr. Theodore Thorowgood, of the firm of Messrs. Thorowgood, Tabor & Hardcastle, of London.

The Council of the Incorporated Law Society have accordingly given class certificates and awarded the following prizes of books:—
To Mr. Isaacs—Prize of the Honourable Society of Clement's Inn—value about £10; the Daniel Reardon Prize—value about 20 guineas.
To Mr. Stobie—'The John Mackrell Prize'—value about £12.
The council have given class certificates to the candidates in the second and third classes.
Sixty-two candidates gave notice for the examination.

LEGAL NEWS.

APPOINTMENTS.

Mr. Herbert C. Ladbury, solicitor, 1, Budge-row, Cannon-street, E.C., has been appointed a Commissioner for taking the Acknowledgments of Deeds of Married Women for the City and County of London. Mr. Ladbury, who is a commissioner for oaths and a perpetual commissioner for the county of Surrey, was admitted in Trinity Term, 1872. He was educated at Sir Rodger Cholmondley's School, Highgate.

The Hon. Thomas Henry William Pelham, barrister-at-law, has been appointed to assist the Board of Trade with the complaints as to railway rates and charges made by traders under the Railway and Canal Traffic Acts, 1888 and 1894. Mr. Pelham's offices will be at 41 and 42, Parliament-street, S.W.

CHANGES IN PARTNERSHIPS.

Dissolutions.

Thomas Henry Philpots and William Arthur Edward Headley, solicitors (Philpots & Headley), Wimbledon. Feb. 26. In future such business will be carried on by the said William Arthur Edward Headley. [*Gazette*, March 1.

Benjamin Bagshawe and Henry Shelley Barker, solicitors (Bagshaw & Barker), Sheffield. March 1. [*Gazette*, March 5.

INFORMATION WANTED.

Mesodah Solomon, deceased.—Will Wanted.—Any person having the Will of Mesodah Solomon, deceased, the Widow of Asher Solomon, late of 3, Seafield-villas, West Brighton, is requested to communicate at once with Messrs. Lindo & Co, solicitors, Nos. 2 & 3, West-street, Finsbury-circus, London, E.C.

Miss Margery Leeming, of 15, Argyll-road, Kensington, deceased.—To Solicitors, Bankers, and others.—Any person having in their possession any Will made by this lady, who died recently at the above address, is requested to communicate with Messrs. Lickorish & Co., solicitors, 11, Queen Victoria-street, E.C.

GENERAL.

The Lord Chancellor has introduced a Bill to amend the Larceny Act, 1861, and another Bill to consolidate and amend the law relating to perjury and kindred offences.

Owing to the continued indisposition of Lord Davey the Board of Trade Committee appointed to consider a draft Bill to amend the existing company law has been adjourned *sine die*.

The *Times* says it is understood that Lord Halsbury, Lord Shand, and the President of the Incorporated Law Society will be the next witnesses examined by the Select Committee of the House of Commons on Trusts.

The accounts of Mr. Justice Chitty's health are favourable. In the event of his not being well enough to return on Monday next, Mr. Justice Romer will hear his lordship's list of chamber summonses for him on that day.

Sir Henry James, says the *Times*, is one of the "backers" of the Court of Criminal Appeal Bill, introduced by Mr. Hopwood. The measure is brought in by reason of the recommendation of the judges, contained in their report in 1892, to the Lord Chancellor urging the creation of a Court of Appeal and Revision of Sentences in Criminal Cases; and it is a copy of the Bill introduced by the Attorney-General (Sir H. James), the Home Secretary (Sir William Harcourt), and the Solicitor-General (Sir F. Herschell) in 1883 as it was amended and reported to the House by the Standing Committee on Law. The only additions are such as are required to carry out the recommendations of the judges (1) for the revision of sentences, and (2) for reference to the court for its decision of any case by the Secretary of State or Lord Lieutenant in Ireland.

The first meeting of the council of the Society of Comparative Legislation, which was appointed some time ago to give practical effect to the suggestions of Sir Courtenay Ilbert, was held on the 27th ult. The chair was taken by the Lord Chancellor. On the motion of the Lord Chancellor the following were nominated as the executive committee, with power to add to their number:—Lord Herschell, Mr. Bryce, M.P., Mr. J. Bramston, C.B., Judge Chalmers, Mr. Arthur Cohen, Q.C., Mr. Newton Crane, Lord Davey, Sir James Garrick, Sir Robert Herbert, Mr. John Hunter (president of the Incorporated Law Society), Sir Courtenay Ilbert, Sir Henry James, Q.C., M.P., Master Macdonell, Mr. K. M. Mackenzie, Q.C., C.B., Professor Maitland, Sir Charles Tupper, Lord Welby, Sir Raymond West, Professor Westlake, Q.C., and Mr. Whitley Stokes.

On the 28th ult. the Lord Chancellor received a deputation from the Public Control Committee of the London County Council, urging the amendment of the law relating to coroners' inquests. Sir George Harris, chairman of the committee, pointed out the disadvantages of the present system, and said that what the council now proposed was largely founded on recommendations made by the Lord Chancellor himself nineteen years ago. The twenty-two recommendations made by the committee included reform in death certification on the lines of the recommendations of the House of Commons Committee; the appointment of medical investigators to inquire into all uncertified deaths, to examine the body and make *post-mortem* examinations, which would render unnecessary the viewing of the body by the jury and the holding of at least fifty per cent. of the inquests now held; and the reduction in the numbers of the jury to half the present number. The Lord Chancellor expressed himself in general agreement with the recommendations, and stated that, when he made suggestions for reform nearly twenty years ago, it was with a view to the reform of procedure in this country. He confessed that it was with some astonishment that he found that his suggestions, although acted upon elsewhere, had remained dormant in this country until the London County Council brought forward this scheme. He had long been of opinion that a large number of inquests were held unnecessarily, and that there were many cases in which inquests were held which were as much cases of natural death as if death had come lingeringly, under the eye of a doctor. In endeavouring to reduce the number of inquests, the council must take care that every safeguard was provided against escape from inquiry of suspicious deaths, and he thought a system of properly-qualified medical investigators would be such a safeguard. He had himself, when recently assisting on a committee on infant insurance, been struck with the ease with which some cases of infantile death escaped notice, and he thought the council was wise in connecting amendment of the coroners' law with amendment of the law as to death certification. He trusted he might have the opportunity of assisting in giving practical effect to these improvements.

The report of the Sun Life Assurance Society for the year 1894 states that, after payment of half-yearly dividends of 3s. 9d. per share (or 5 per cent. per annum on the paid-up capital), the proprietors' fund was raised from £402,688 to £405,231. The premium income was £359,957, interest, &c., £111,647, which, with other receipts, made a gross revenue of £478,635. Payments to policy-holders for claims, &c., amounted to £250,679, and expenses of management (including commission) to £68,271, which, together with other smaller items, made a total outgo of £323,084. The assurance fund was increased £155,551 to £2,837,022. Policies were issued for £1,126,737, of which £38,000 was reassured, the total new premiums being £40,110. This is the largest new business reported by the society in any one year, and has been effected concurrently with a reduction in the rate of expenditure.

British Law Fire.—The report for the year ended the 31st of December states that the net annual premium income is £46,073, being an increase of £3,736. The net losses, after adjusting those outstanding at the end of 1893, and deducting the amounts recoverable by reinsurance and indemnities, amount to £19,865. The loss ratio is 43·1 per cent. The accounts shew an available balance of £8,063, and the directors propose to carry to reserve £2,677, and to declare a dividend at the rate of 3 per cent. for the year, carrying forward £2,386.

The twenty-fourth annual report of the Ocean Accident and Guarantee Corporation (Limited), for the year ending the 31st of December, 1894, shews that the total income during the twelve months has been £136,891, as compared with £95,017 during the previous year. The claims paid amount to £56,091 as against £46,320 for the corresponding period of last year. The reserve funds of this successful corporation, over and above the paid up capital of £100,000, are shewn to amount to £135,147, the directors having very wisely decided to transfer a very considerable portion of the profits for the last year to still strengthen this fund.

COURT PAPERS.

SUPREME COURT OF JUDICATURE.

Rota of Registrars in Attendance on

Date.	Appeal Court No. 2.	Mr. Justice Chitty.	Mr. Justice North.
Monday, March 11	Mr. Carrington	Mr. Pugh	Mr. Ward
Tuesday 12	Lavie	Beal	Pemberton
Wednesday 13	Carrington	Pugh	Ward
Thursday 14	Lavie	Beal	Pemberton
Friday 15	Carrington	Pugh	Ward
Saturday 16	Lavie	Beal	Pemberton

	Mr. Justice Stirling.	Mr. Justice Kekewich.	Mr. Justice Romer.
Monday, March 11	Mr. Jackson	Mr. Godfrey	Mr. Bolt
Tuesday 12	Clowes	Leach	Farmer
Wednesday 13	Jackson	Godfrey	Bolt
Thursday 14	Clowes	Leach	Farmer
Friday 15	Jackson	Godfrey	Bolt
Saturday 16	Clowes	Leach	Farmer

BIRTHS, MARRIAGES, AND DEATHS.

BIRTHS.

BENNETT.—Feb. 28, at Cranleigh, Surbiton, the wife of Sidney Baxter Bennett, Solicitor, of a daughter.
HOLMES.—March 1, at Barnard Castle, the wife of J. Hanby Holmes, Solicitor, of a daughter.

DEATHS.

AULDJO.—March 1, at 30, Chester-terrace, Regent's-park, N.W., Henry Francis Auldjo, Barrister-at-Law, M.A., late of 10, King's Bench-walk, Temple, E.C.
BARRON.—Feb. 22, after two days' illness, at Summer-seat, Southport, Norman Barron, Solicitor
CHIDLEY.—March 2, at Hill Brow, Earlswood, Surrey, John Robert Childley, of 22, Great Winchester-street, City, aged 78.
ENSOR.—On the 6th inst., at the Hollies, Llanishen, near Cardiff, Thomas Henry Ensor, Solicitor, aged 63.

WINDING UP NOTICES.

London Gazette.—FRIDAY, March 1.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

COSTA RICA PACIFIC GOLD MINING CO, LIMITED—Petn for winding up, presented Feb 27, directed to be heard on March 13. Foss & Ledeam, 8, Abchurch lane, solors for petner. Notice of appearing must reach the abovenamed not later than 6 o'clock in the afternoon of March 12
EDWARD HUMPHRIES, LIMITED—By an order made by Vaughan Williams, J, dated Feb. 20, it was ordered that the voluntary winding up of Edward Humphries, Limited, be continued. Beale & Co, Gt George st, Westminster, solors for petners
ILKESTON WOOD CARVING CO, LIMITED—Creditors are required, on or before April 15, to send their names and addresses, and the particulars of their debts or claims, to Mr Edward Gaskell Sackett, 17, Low pavement, Nottingham. Clifton, Nottingham, solor to liquidator
OXYGEN PRODUCING SYNDICATE, LIMITED—By an order made by Vaughan Williams, J., dated Feb 20, it was ordered that the voluntary winding up of the syndicate be continued. Walker & Rowe, 8, Bucklersbury, agents for Archer & Parkin, Stockton on Tees, solors for petners

STANNARIES OF CORNWALL.

LIMITED IN CHANCERY.

PRINCE OF WALES MINE, LIMITED (IN VOLUNTARY LIQUIDATION)—Creditors are required, on or before April 13, to send their names and addresses, and the particulars of their debts or claims, to Edward Ashmead, 2, Drapers' gdns, Throgmorton avenue. Bennetts, Truro, solor for liquidator

FRIENDLY SOCIETIES DISSOLVED.

LEICESTER DISTRICT GRAND UNITED ORDER OF ODDFELLOWS JUVENILE SOCIETY, Birstall st, Leicester. Feb 23
OLIVE BRANCH FRIENDLY SOCIETY, Major st Industrial Schools, Kirkdale, Liverpool. Feb 23

London Gazette.—TUESDAY, March 5.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

LE BLOND & CO, LIMITED—Creditors are required, on or before April 17, to send their names and addresses, and particulars of their debts or claims, to Daniel Hill, 1, Walbrook
LEEDS AND NORTH OF ENGLAND BOILER AND ACCIDENT INSURANCE CO, LIMITED—Creditors are required, on or before April 26, to send their names and addresses, and particulars of their debts or claims, to Henry Inchbold, Inchroyd, Leeds, or to Josiah Rhodes, Prospect Mills, Morley, Yorks. Addyman & Kaye, Leeds, solors for liquidators
PRESTON DAVIES TYRE AND VALVE CO, LIMITED (IN LIQUIDATION)—Creditors are required, on or before April 15, to send their names and addresses, and particulars of their debts and claims, to Sidney Howard Hossell, County chmbrs, Corporation st, Birmingham
SCULCOATES LIBERAL CLUB CO, LIMITED—Creditors are required, on or before March 23, to send their names and addresses, and the particulars of their debts or claims, to J. T. & H. Woodhouse, 17, Parliament st, Hull, solors for liquidators

COUNTY PALATINE OF LANCASTER.

LIMITED IN CHANCERY.

BURY AND ELTON COMMERCIAL CO, LIMITED—Petn for winding up, presented March 2, directed to be heard at the Assize Courts, Strangeways, Manchester, on Monday, March 25, at 10.30. Butcher & Barlow, 4, Bank st, Bury, solors for petner. Notice of appearing must reach the abovenamed not later than 6 o'clock in the afternoon of March 3

FRIENDLY SOCIETIES DISSOLVED.

"PRIDE OF LATHOM," No. 3 Wrightington District Independent Order of Foresters, Halton Castle Inn, Westhead, Ormskirk, Lancaster. Feb 23
SANCTUARY PRIDE OF THE HEATH, Ancient Order of Shepherds, Reading Rooms, High st, Bagshot, Surrey. Feb 23

CREDITORS' NOTICES.

UNDER ESTATES IN CHANCERY.

LAST DAY OF CLAIM.

London Gazette.—FRIDAY, Feb. 22.

CORSELLIS, ARTHUR ALEXANDER, Torquay, Gent March 23 Attwood v Corsellis, Kekewich, J Corsellis & Co, Quality ct, Chancery lane
DE CLIFFORD, Right Hon. EDWARD SOUTHWELL, Baron, Victoria st, Westminster April 8 De Clifford v Quilter and De Clifford v Lansdowne, North, J Harrison, Lincoln's inn fields
FITZGERALD, GERALD, Clonmel, Tipperary March 25 FitzGerald v FitzGerald, Registrar, Liverpool Morecroft, Liverpool
HOARE, FREDERICK, Titchfield, Southampton, Innkeeper March 22 Clark v Hoare, Chitty, J Warner, Winchester
WILLIAMS, JOHN, Bristol March 13 Williams v Williams, Chitty, J Usher, Bristol

UNDER 22 & 23 VICT. CAP. 35.

LAST DAY OF CLAIM.

London Gazette.—TUESDAY, Feb. 26.

ANGUS, ESTHER, Gosforth April 1 Stanton & Atkinson, Newcastle upon Tyne
BARBER, EMYLA, Clapham March 25 Lidiard & Co, Gt James st
BERTHON, CHARLES HARRISON, Beckenham March 30 Langdale, Holborn Viaduct
BROWNING, KATE, Bangor March 25 Jones, Bangor
CHADWICK, MARY, Mottram, Chester April 6 Darnton & Bottomley, Ashton under Lyne
CRADDOCK, ANNE RABBITTS, Bath March 30 Nalder, Shepton Mallet
MONTROSE, Dowager Duchess of, Belgrave sq March 30 Ingram & Co, Lincoln's inn fields
EDWARDS, AUGUSTUS, Chiswick March 30 Corbin & Greener, Gresham st
GARBUTT, RALPH, York, Gent March 26 Jackson & Jackson, Middlesborough
GILDER, HANNAH, Burley, York March 27 Little & Lamonby, Penrith
GILKES, EDGAR, Grange over Sands, Gent April 13 Bolton & Bolton, Kendal
HARVEY, GEORGE, Tottenham Ct rd, Carman April 4 Hands, Old Jewry chmbrs
HOOPER, ELIZA SMITH, Exeter March 31 Andrews & Co, Dorchester
HOPKINS, ALICIA, Clifton March 25 Mathews & Co, Birmingham
HOUGHTON, JOHN, Elton, Bury, Grocer March 31 Crompton, Bury
HOYE, SUSANNAH, West Hampstead March 26 Bird, Stoke Newington
HUMPHREYS, GEORGE THOMAS, Brighton, Boot Merchant April 16 Maydwell, Brighton
HUZZEY, HENRY ALFRED, Newport, Mon March 28 Lyne & Co, Newport, Mon
JONES, JOHN, West Bromwich, Porter March 15 Rankin & Miller, West Bromwich
KAY, Mrs ROSE LOUISE, Earls Court rd March 30 Rowcliffes & Co, Bedford row
LODGE, FRANCES ELIZA, Sheffield March 16 Aistewood, Rotherham
MACLIVER, ANNE, Bristol April 13 Gwynn & Masters, Bristol
MARTIN, GLANVILLE, Totnes March 29 Chilcott & Chilcott, Tavistock
ORME, ELIZABETH ANN, Weston super Mare April 8 Shelton & Co, Wolverhampton
PARKER, Capt ROBERT TOWNLEY, Piccadilly March 30 Rowcliffes & Co, Bedford row
PARR, JAMES ALEXANDER, Auckland, Gent March 30 Shaen & Co, Bedford row
PEARSON, JAMES, Thornton, York, Farmer March 31 Watson & Co, Cheapside
PENNIALL, MATILDA HANNAH, Spitalfields March 21 Greenop & Sons, Gracechurch st
ROBSON, JAMES RUSSEL, Torquay, Esq March 31 Kitsons & Co, Torquay
SEGAR, LAURA MARY, Liverpool March 30 Hosking, Liverpool
SHACKLETON, ROGER, Lees, York March 20 Ellis, Keighley
SLATER, JOHN THOMAS, Caledonian rd April 3 J J Cummins, Old Broad st
THOMAS, ELEANOR ANN THOMPSON, Carshalton April 8 H & G Keith, Ely place
TWENTYMAN, ALFRED, Croydon March 30 Cooper, Croydon
WAKELY, HENRY, Enfield, Schoolmaster April 8 Clapham & Co, Bishopsgate
WHITE, ARTHUR BERNARD, Regent's Park April 20 Tathams & Pym, Frederick's pl
WHITE, FRANCIS WILLIAM, Foochow, China April 2 Weyman & Weyman, Ludlow
WHITLEY, JOSEPH, Barwick in Elmet, Engineer April 13 Middleton & Sons, Leeds
WOODGATE, ANN MARIA, Hastings March 29 Neve, St Leonard's on Sea

BANKRUPTCY NOTICES.

London Gazette.—FRIDAY, March 1.

RECEIVING ORDERS.

ALLISON, WILLIAM, Kingston upon Hull, Refreshment House Keeper Kingston upon Hull Pet Feb 26 Ord Feb 26
ARMSTRONG, GEORGE, Enfield, Horse Dealer Edmonton Pet Feb 23 Ord Feb 23
ARNALL, THOMAS, Redruth, Material Dealer Truro Pet Feb 16 Ord Feb 27
BAGGS, A, Huddlestone rd, Ham Dealer High Court Pet Feb 7 Ord Feb 26
BAILEY, HENRY CHARLES, Burbage, Wilts, Grocer Swindon Pet Feb 25 Ord Feb 25
BARTLETT, WILLIAM HENRY, Mountain Ash, G'am, Fish Salesman Aberdare Pet Feb 26 Ord Feb 26
BAXTER, ILLINGWORTH, and DUNAN BAXTER, Accrington, Pawnbrokers Blackburn Pet Feb 25 Ord Feb 26
BENNETT, CHARLES, Bodmin, Tailor Truro Pet Feb 26 Ord Feb 26
BERRY, CHARLES, Eastbourne, Greengrocer Eastbourne Pet Feb 27 Ord Feb 27
BEVIN, ABEL, & Co, Ruardean, Grocers Hereford Pet Feb 26 Ord Feb 26
BICKLEY, ALBERT EDWARD, Bristol, Builder Bristol Pet Feb 25 Ord Feb 25
BOWLING, WILLIAM, York, Corn Miller York Pet Feb 16 Ord Feb 27
BROAD, EDWIN CRAVEN, Cheltenham, Bookbinder Cheltenham Pet Feb 27 Ord Feb 27
BROUGHTON, JAMES HENRY, Calverley, Grocer Bradford Pet Feb 25 Ord Feb 25
BURGOYNE, WILLIAM THOMAS DOYLE, Kingston upon Hull, Cycle Dealer Kingston upon Hull Pet Feb 25 Ord Feb 25
CAMPBELL, THOMAS, Barrow in Furness, Bootmaker Ulverston Pet Feb 26 Ord Feb 26
CLEMENTS, ROBERT GEORGE, Dalston, Drug Merchant High Court Pet Feb 4 Ord Feb 26
CLEMSON, JOHN, Birmingham, Fruiterer Birmingham Pet Feb 26 Ord Feb 26
COOKE, WILLIAM, Loughborough, Butcher Leicester Pet Feb 26 Ord Feb 26
CUTHBERT, ALFRED, Kingston upon Hull, Lessee Kingston upon Hull Pet Feb 16 Ord Feb 23
DAVIES, JOHN ARTHUR, Leeds Leeds Pet Feb 23 Ord Feb 23
DURE, EMMA, Nottingham, Millinery Dealer Nottingham Pet Feb 26 Ord Feb 26
GILLHAM, CHARLES, and THOMAS GILLHAM, Reading, Plant Growers Reading Pet Feb 12 Ord Feb 26
GREGORY, JAMES, Moseley Birmingham Pet Dec 21 Ord Feb 27
GRICEWOOD, FRED WALKER, Asenby, Innkeeper Northallerton Pet Feb 26 Ord Feb 26

HANDS, CHARLES WILLIAM, Rugby, Wine Merchant Coventry Pet Feb 27 Ord Feb 27
HARVEY, LOFTUS, Lewisham, Licensed Victualler High Court Pet Feb 25 Ord Feb 25
HAYWARD, ROBERT, Gaseley, Grocer Cambridge Pet Feb 27 Ord Feb 27
HEWITT, OLIVER, and JAMES BANNISTER, Leeds, Boot Manufacturers Leeds Pet Feb 23 Ord Feb 23
HILLIER, ALFRED NICHOLLS, Southampton, Watch Importer High Court Pet Feb 26 Ord Feb 26
JOINT, WILLIAM, Swansea, Tailor Swansea Pet Feb 26 Ord Feb 26
JONES, EDWARD, Cheltenham, Wheelwright Cheltenham Pet Feb 27 Ord Feb 27
JONES, WILLIAM ARTHUR, Newport, Mon, Electrical Engineer Newport, Mon Pet Feb 27 Ord Feb 27
JORDAN, ARTHUR WILLIAM, Birmingham, Brass Founder Birmingham Pet Feb 23 Ord Feb 23
KAY, WILLIAM, Woodlesford, Butcher Wakefield Pet Feb 27 Ord Feb 27
KITTELL, CHARLES, Turf Commission Agent High Court Pet Jan 17 Ord Feb 27
LAWRENCE, WILLIAM, Wednesbury, Licensed Victualler Walsall Pet Feb 26 Ord Feb 26
LEASON, ARTHUR, Birmingham, Licensed Victualler Birmingham Pet Feb 21 Ord Feb 21
LEWIS, WILLIAM, Merthyr Tydfil, Draper Merthyr Tydfil Pet Feb 25 Ord Feb 25
MAJOR, JOHN LAIT, and BENJAMIN ORICE RUTLAND, Cheltenham, Tailors Cheltenham Pet Feb 26 Ord Feb 26
MUNCKTON, HARRY GEORGE, Landport, Butcher Portsmouth Pet Feb 9 Ord Feb 27
MYCOCK, WILLIAM STYRING, Rotherham, Hosier Sheffield Pet Feb 26 Ord Feb 26
NAYLOR, HENRY THOMAS, Ickham, Quarter Master Canterbury Pet Feb 25 Ord Feb 25
NOBLE, PHILIP, Newport, Mon, Confectioner Newport, Mon Pet Feb 26 Ord Feb 26
PARISH, WILLIAM, Leeds, Hay Dealer Leeds Pet Feb 26 Ord Feb 26
PEARSON, JOSEPH HENRY, Sunderland, Meat Salesman Sunderland Pet Feb 2 Ord Feb 23
REES, JOHN THOMAS, Aberkenfig, Grocer Cardiff Pet Feb 27 Ord Feb 27
ROPER, FREDERICK JOHN, Chiswick, Draper Brentford Pet Feb 26 Ord Feb 26
SHEEHAN, WOLFE, South Shields, General Dealer Newcastle on Tyne Pet Feb 25 Ord Feb 25
SLOCOMBE, JOHN, Bristol, Builder High Court Pet Feb 7 Ord Feb 25
SMITH, GEORGE, Talk o' the Hill, Farmer Hanley Pet Feb 27 Ord Feb 27
SPILLER, ALBERT, Cilfynydd, Glam, Collier Pontypridd Pet Feb 19 Ord Feb 26
SUTTON, HENRY, Mossley, Lodging house Keeper Bangor Pet Feb 13 Ord Feb 26
THOMAS, RICHARD JONES, Glynceiriog, Grocer Wrexham Pet Feb 27 Ord Feb 27
THOMSON, WILLIAM, Llandaff, Commission Agent Cardiff Pet Feb 22 Ord Feb 22
TIMMIS, RICHARD, Westley, Salop, Farmer Shrewsbury Pet Feb 26 Ord Feb 26
TINN, JOSEPH, Weston super Mare, Merchant Bristol Pet Jan 24 Ord Feb 25
VIRTUE, JANE, Bridgend Cardiff Pet Feb 26 Ord Feb 26
WALKER, GEORGE, Leeds, Contractor Leeds Pet Feb 26 Ord Feb 26
WILLIAMS, TOM LEWIS HARRY, Birmingham, Hosier Birmingham Pet Feb 25 Ord Feb 25
WILLIAMS, THOMAS, Carnarvon, Butcher Bangor Pet Feb 25 Ord Feb 25
WILLSON, GEORGE WALTER, Cambridge, Builder Cambridge Pet Feb 26 Ord Feb 26
WRIGHTON, JOHN, Stuchbury, Farmer Banbury Pet Feb 25 Ord Feb 25
YOUNG, JONATHAN LEWIS, Walthamstow High Court Pet Feb 26 Ord Feb 26

FIRST MEETINGS.

ADAMSON, CHARLES, Nottingham, Baker March 8 at 12 Off Rec, St Peter's Church walk, Nottingham
AVERY, ALBERT ROBERT, Aylesbury, Innkeeper March 8 at 12 Acting Off Rec, Oxford
BOVILLE, GEORGE JAMES, Kingston upon Hull, Pianoforte Dealer March 9 at 11 Off Rec, Trinity House lane, Hull
BOWEN, JOHN LEWIS, Swansea, Grocer March 8 at 2.30 Off Rec, Bank chmbrs, Corn st, Bristol
BOWLING, WILLIAM, Corn Miller March 14 at 12.30 Off Rec, 28, Stonegate, York
BOYD, WILLIAM BROWN, Darlington, Joiner March 13 at 3 Off Rec, 8, Albert rd, Middlesborough
BROUGHTON, JAMES HENRY, Calverley, Grocer March 11 at 11 Off Rec, 31, Manor row, Bradford
COOPER, FRED, Glossop, Farmer March 8 at 3.30 Ogden's chmbrs, Bridge st, Manchester
COVE, WILLIAM HENRY, Tottenham, Draper March 8 at 3 Off Rec, 95, Temple chmbrs, Temple avenue
CROWLY, CHARLES FREDERICK, Paternoster sq, Commission Agent March 8 at 2.30 Bankruptcy bldgs, London
DAMES, GEORGE, Chale, I W, Hotel Proprietor March 9 at 3 19, Quay st, Newport, I W
DAVISON, WILLIAM SUTTON, South Bank, Bricklayer March 13 at 3 Off Rec, 8, Albert rd, Middlesborough
DENMAN, WILLIAM, St Peter's pk, Carpenter March 8 at 11 Bankruptcy bldgs, London
DUCKETT, HENRY THOMAS, Bridge, Kent, Builder March 15 at 9 Off Rec, 73, Castle st, Canterbury
GATFIELD, M, Fleet, Builder March 8 at 11.30 24, Railway app, London Bridge
GREEN, JOHN THOMAS, Nottingham, Plumber March 8 at 11 Off Rec, St Peter's Church walk, Nottingham
HUMFREY, ALGERNON GUISE PARGITER, Thorpe Mandeville, Clerk in Holy Orders March 11 at 3 Acting Off Rec, Oxford
LEMAN, GEORGE, South Kensington March 11 at 2.30 Bankruptcy bldgs, London
LEWIS, WILLIAM, Ogmore Vale, Schoolmaster March 11 at 11 Off Rec, 29, Queen st, Cardiff
LOUGHER, GRIFFITH, Rhondda, Repairer March 11 at 3 Off Rec, 65, High st, Merthyr Tydfil
OLOFSKI, ELI, Leeds, Slipper Maker March 11 at 11 Off Rec, 22, Park row, Leeds
PERRY, WILLIAM HENRY, Hasfield, Farmer March 9 at 3.15 County Court bldgs, Cheltenham
POUND, JOHN, Burnt Ash hill, Builder March 11 at 12 24, Railway app, London Bridge
ROLFE, GEORGE CARTER, Hinxhill, Kent, Farmer March 12 at 3 Saracen's Head Hotel, Ashford
RUSSELL, DAVID, Stalybridge, Licensed Victualler March 8 at 2.30 Ogden's chmbrs, Bridge st, Manchester
SANDERS, CATHERINE, Ryde, Licensed Victualler March 11 at 11 19, Quay st, Newport, I W
SHAGOURI, LOUISE ELIZABETH, Manchester, Lodging house Keeper March 8 at 3 Ogden's chmbrs, Bridge st, Manchester
SIMS, ELIZABETH HARRIET, Ventnor, Stationer March 11 at 11.30 19, Quay st, Newport, I W
THOMAS, EVAN, Merthyr Tydfil, Grocer March 11 at 2 Off Rec, 65, High st, Merthyr Tydfil
THOMAS, PATTIE ADELINA, Pontypridd, Widow March 11 at 12 Off Rec, 65, High st, Merthyr Tydfil
TIMMIS, RICHARD, Stapleton, Farmer March 12 at 2.30 Off Rec, Shrewsbury
TROTMAN, FREDERICK, Henley on Thames, Hotel Proprietor March 8 at 12 Bankruptcy bldgs, Carey st
TROTMAN, MARGARET ELIZABETH, Maida Vale, and JOHN ALEXANDER MACBETH, Holloway rd, Licensed Victuallers March 8 at 11 Bankruptcy bldgs, London
SMITHEMAN, WILLIAM GEORGE, Nottingham, Milliner March 8 at 3.30 Off Rec, St Peter's Church walk, Nottingham
WATTS, FREDRICK GEORGE, Gloucester, Licensed Victualler March 9 at 12 Off Rec, 15, King st, Gloucester
WEBB, JOHN, Wolverhampton, Beerhouse Keeper March 11 at 11.30 Off Rec, Wolverhampton
YORK, ARTHUR FERDINAND, Bilbrook, Hardware Merchant March 18 at 11 Off Rec, Wolverhampton

ADJUDICATIONS.

ALLISON, WILLIAM, Kingston upon Hull, Refreshment house Keeper Kingston upon Hull Pet Feb 26 Ord Feb 26
AVERY, ALFRED ROBERT, Aylesbury, Innkeeper Aylesbury Pet Feb 18 Ord Feb 27
BAILEY, HENRY CHARLES, Burbage, Wilts, Grocer Swindon Pet Feb 23 Ord Feb 25
BARTLETT, WILLIAM HENRY, Mountain Ash, Glam, Fish Salesman Aberdare Pet Feb 26 Ord Feb 26
BAXTER, ILLINGWORTH, and DINAH BAXTER, Accrington, Pawnbrokers Blackburn Pet Feb 26 Ord Feb 26
BENNETT, CHARLES, Bodmin, Tailor Truro Pet Feb 25 Ord Feb 26
BROAD, EDWIN CRAVEN, Cheltenham, Bookbinder Cheltenham Pet Feb 26 Ord Feb 27
BURGOYNE, WILLIAM THOMAS DOYLE, Kingston upon Hull, Cycle Dealer Kingston upon Hull Pet Feb 25 Ord Feb 25
CAMPBELL, THOMAS, Barrow in Furness, Bootmaker Ulverston Pet Feb 26 Ord Feb 26
CARROLL, MICHAEL, Hanley, Provision Dealer Hanley Pet Feb 18 Ord Feb 25
CARTWRIGHT, THOMAS GEORGE, King's Heath, Clerk Birmingham Pet Feb 8 Ord Feb 26
COOKE, WILLIAM, Loughborough, Butcher Leicester Pet Feb 26 Ord Feb 26
CROWLY, CHARLES FREDERICK, Paternoster sq, Commission Agent High Court Pet Feb 23 Ord Feb 23
CUTHBERT, ALFRED, Kingston upon Hull, Lessee Kingston upon Hull Pet Feb 16 Ord Feb 23
DAVIES, GEORGE J, Strand, Hatter High Court Pet Nov 27 Ord Feb 23
DAVIES, JOHN ARTHUR, Leeds Leeds Pet Feb 23 Ord Feb 23
DUER, EMMA, Nottingham, Millinery Dealer Nottingham Pet Feb 26 Ord Feb 26
GATTONI, RINALDO, Soho, Restaurant Proprietor High Court Pet Feb 19 Ord Feb 26
GRICKWOOD, FRED WALKER, Ascnby, Innkeeper Northallerton Pet Feb 26 Ord Feb 26
HALL, GEORGE AUGUSTUS, and STANFORD JOHN HALL, Uttoxeter, Butchers Burton on Trent Pet Feb 7 Ord Feb 11
HANDS, CHARLES WILLIAM, Rugby, Wine Merchant Coventry Pet Feb 27 Ord Feb 27
HAYWARD, ROBERT, Gaseley, Suffolk, Grocer Cambridge Pet Feb 27 Ord Feb 27
HESELWOOD, ROBERT THOMAS, Burnley, Tailor Burnley Pet Jan 11 Ord Feb 26
HEWITT, OLIVER, and JAMES BANNISTER, Leeds, Boot Manufacturers Leeds Pet Feb 23 Ord Feb 23
HUSTLER, JAMES DEVEREUX WILLIAM LEE, Bloomsbury High Court Pet Nov 19 Ord Feb 23
JOINT, WILLIAM, Swansea, Tailor Swansea Pet Feb 26 Ord Feb 26
JONES, EDWARD, Cheltenham, Wheelwright Cheltenham Pet Feb 27 Ord Feb 27
JONES, STEPHEN, York, Rope Manufacturer York Pet Feb 5 Ord Feb 26
JONES, WILLIAM ARTHUR, Newport, Mon, Electrical Engineer Newport, Mon Pet Feb 27 Ord Feb 27
KAY, WILLIAM, Woodlesford, Butcher Wakefield Pet Feb 27 Ord Feb 27
KLEMPNER, JOHN MAX, Hammersmith, Clerk High Court Pet Feb 23 Ord Feb 23
LAWRENCE, WILLIAM, Wednesbury, Licensed Victualler Walsall Pet Feb 26 Ord Feb 26
LEWIS, WILLIAM, Merthyr Tydfil, Draper Merthyr Tydfil Pet Feb 25 Ord Feb 25
MAJOR, JOHN LAIT, and BENJAMIN ORICE RUTLAND, Cheltenham, Practical Tailors Cheltenham Pet Feb 26 Ord Feb 26
MYCOCK, WILLIAM STYRING, Masborough, Hosier Sheffield Pet Feb 26 Ord Feb 26
NAYLOR, HENRY THOMAS, Ickham, Kent, Quartermaster Canterbury Pet Feb 25 Ord Feb 25
NOBLE, PHILIP, Newport, Mon, Confectioner, Newport, Mon Pet Feb 26 Ord Feb 26
PARISH, WILLIAM, Leeds, Hay Dealer Leeds Pet Feb 26 Ord Feb 26
PEARSON, JOSEPH HENRY, Sunderland, Meat Salesman Sunderland Pet Feb 1 Ord Feb 23
SHADD, WILLIAM ROBERT, Hadlow, Kent, Timekeeper Tunbridge Wells Pet Feb 23 Ord Feb 26
SHERMAN, WOLFE, Sth Shields, General Dealer Newcastle on Tyne Pet Feb 25 Ord Feb 25
SIMS, ELIZABETH HARRIETT, Ventnor, Stationer Ryde Pet Feb 16 Ord Feb 16
SMITH, GEORGE, Talk o' the Hill, Staffs, Farmer Hanley Pet Feb 27 Ord Feb 27
SPILLER, ALBERT, Cilfynydd, Collier Pontypridd Pet Feb 19 Ord Feb 26
THOMAS, RICHARD JONES, Llansaintffraid, Grocer Wrexham Pet Feb 27 Ord Feb 27
THOMSON, WILLIAM, Llandaffyard, Commission Agent Cardiff Pet Feb 22 Ord Feb 22
TIMMIS, RICHARD, Westley, Salop, Farmer Shrewsbury Pet Feb 26 Ord Feb 26
TINN, JOSEPH, Bristol Bristol Pet Jan 24 Ord Feb 25
WALKER, GEORGE, Leeds, Contractor Leeds Pet Feb 26 Ord Feb 26
WILLIAMS, THOMAS, Carnarvon, Butcher Bangor Pet Feb 23 Ord Feb 25
WILLSON, GEORGE WALTER, Cambridge, Builder Cambridge Pet Feb 26 Ord Feb 26
YOUNG, JONATHAN LEWIS, Walthamstow High Court Pet Feb 26 Ord Feb 26

The following amended notice is substituted for that published in the London Gazette of Feb 26:—

LIPPMANN, SIEGMUND, Swansea, Comission Agent Swansea Pet Jan 21 Ord Feb 21

London Gazette.—TUESDAY, March 5.

RECEIVING ORDERS.

BARRETT, ALBERT, Halifax, Grocer Halifax Pet Feb 28 Ord Feb 28
BARRATT, THOMAS, Leicester, Boot Manufacturer Leicester Pet Feb 27 Ord Feb 27
BECKETT, ROBERT WHITTON, Shipdham, Drug Dealer Norwich Pet Feb 28 Ord Feb 28
BOOTH, JAMES, South Wingfield, Innkeeper Derby Pet Feb 28 Ord Feb 28
CALVERT, JOHN TEALE, Leeds, Clothier Leeds Pet Feb 27 Ord Feb 27
CAMPBELL, JAMES, Butcher Newcastle on Tyne Pet March 2 Ord March 2
CLARK, MARY JANE, Matlock Bank, Pork Butcher Derby Pet Feb 9 Ord March 1
COLEMAN, JOHN, Kettering, Bootlaster Northampton Pet Feb 26 Ord Feb 26
CRELLIN, HARRY, Crumpsall, Agent Manchester Pet March 1 Ord March 1
DAVIES, WILLIAM, Tailor Leominster Pet March 2 Ord March 2
FENN, WILLIAM, Northampton, Carriage Builder Northampton Pet Feb 27 Ord Feb 27
FORD, EDWIN, Marlborough, Miller Plymouth Pet March 1 Ord March 1
GARDNER, CLARK, Bourton on the Water, Collier Cheltenham Pet March 1 Ord March 1
HAZELTINE, CHARLES, Watney st, Greengrocer High Court Pet Feb 11 Ord March 1
JOBSON, EDWARD, Newcastle on Tyne, Coal Exporter Newcastle on Tyne Pet March 1 Ord March 1
JOHN, MORGAN, Swansea Swansea Pet Feb 26 Ord Feb 28
JOHNSON, HENRY, Knaresborough, Farmer York Pet Feb 26 Ord Feb 28
LLOYD, SAMUEL, Derby, Rope Maker Derby Pet Feb 27 Ord Feb 27
NEILD, JAMES, Manchester, Joiner Manchester Pet Jan 23 Ord Feb 28
OWEN, ISAAC, Loughor, Collier Carmarthen Pet Feb 19 Ord March 2
PALMER, HARMER HENRY, Woodchurch, Farmer Hastings Pet Feb 9 Ord Feb 28
PHILLIPS, MARY, and ALFRED PHILLIPS, Poole, Grocers Poole Pet Feb 19 Ord March 1
RADDEN, EDWARD, Plymouth, Blacksmith Plymouth Pet March 1 Ord March 1
RADFORD, LESLIE CHARLES, Teddington, Gent High Court Pet Feb 15 Ord March 2
REEVE, JOSEPH PETER BARTLETT, Friday st, Agent High Court Pet Feb 7 Ord March 2
REYNOLDS, GEORGE, Worcester, Carpenter Worcester Pet March 1 Ord March 1
RICHARDS, WILLIAM, Loughor, Colliery Manager Carmarthen Pet Feb 19 Ord March 2
RICKETTS, JAMES, Walsall, Baker Walsall Pet Feb 26 Ord Feb 28
SIMS, HENRY, and CHARLES HENRY SIMS, Cheltenham, Tailors Cheltenham Pet March 1 Ord March 1
SOMES, SAMUEL FRANCIS, 16, St Helen's pl, Merchant High Court Pet Feb 26 Ord Feb 28
STANHOPE, I, & Co, St Helens pl, Merchants High Court Pet Feb 6 Ord Feb 28
TEECE, THOMAS, Willenhall, Fruit Dealer Wolverhampton Pet Feb 27 Ord Feb 28
TRICKETT, ELIZABETH, Stoney Middleton, Licensed Victualler Derby Pet Feb 27 Ord Feb 27
WELLS, FANNY, Harrogate, Grocer York Pet Feb 19 Ord Feb 28
WEST, CHARLES ALFRED, Sawtry, Blacksmith Peterborough Pet March 1 Ord March 1
WESTAWAY, JOHN, Clapham Junction, Tailor Wandsworth Pet Feb 6 Ord Feb 28
WHITMORE, C T, Kentish Town High Court Pet Feb 11 Ord Feb 28
WILLIAMS, JAMES HENRY, Porth, Glam, Clothier Pontypridd Pet March 1 Ord March 1
WOOD, JOHN JAMES, Elmstead, Farmer Canterbury Pet March 2 Ord March 2
WOOD, JOSEPH, Homerton, Grocer High Court Pet Feb 26 Ord Feb 26
WRIGHT, THOMAS, Tattenhall, Painter Chester Pet March 1 Ord March 1

FIRST MEETINGS.

ABERCROMBIE, JOHN, Southend, Commission Agent March 12 at 12 Bankruptcy bldgs, Carey st

ADAMS, THOMAS PEREGRINE, Bromyard, Farmer March 14 at 2 Off Rec, 45, Copenhagen st, Worcester

ALLISON, WILLIAM, Kingston upon Hull, Refreshment House Keeper March 13 at 11 Off Rec, Trinity House lane, Hull

ARMSTRONG, GEORGE, Enfield, Horse Dealer March 12 at 11.30 Off Rec, 95, Temple chmbrs, Temple avenue

BAGGS, A, Tufnell pk, Provision Dealer March 12 at 11 Bankruptcy bldgs, Carey st

BAILEY, HENRY CHARLES, Burbage, Wilts, Grocer March 14 at 3 Henry C Tombs, Off Rec, 32, High st, Swindon

BARRETT, ALBERT, Halifax, Grocer March 14 at 11 Off Rec, Townhall chmbrs, Halifax

BARRATT, THOMAS, Leicester, Boot Manufacturer March 13 at 12.30 Off Rec, 1, Berridge st, Leicester

BERRISFORD, JOSEPH, Mow Cop, Carter March 14 at 11 Off Rec, 23, King Edward st, Macclesfield

BICKLEY, ALBERT EDWARD, Bristol, Builder Mar 20 at 11.30 Off Rec, Bank chmbrs, Corn st, Bristol

BULLOCK, THEODORE W W, Lavender Hill March 13 at 12 24, Railway approach, London Bridge, S E

BURGOYNE, WILLIAM THOMAS DOYLE, Kingston upon Hull, Cycle Dealer March 13 at 11.30 Off Rec, Trinity House lane, Hull

CARR, HENRY JAMES, Wolverton, Boot Dealer March 12 at 11.15 County Court bldgs, Northampton

CHAMBERS, HARVEY JAMES, Marlborough, Saddler March 14 at 2 Henry C Tombs, Off Rec, 32, High st, Swindon

CLARKE, GEORGE HENRY, Harby, Carpenter March 13 at 12.30 Off Rec, 1, Berridge st, Leicester

CLEMENTS,, ROBERT GEORGE, Dalston, Drug Merchant March 12 at 2 Bankruptcy bldgs, Carey st

COOKE, WILLIAM, Loughborough, Butcher March 12 at 12 Off Rec, 1, Berridge st, Leicester

COX, ALFRED FRANK, Luton, Greengrocer March 21 at 10.30 Court house, Luton

COX, WILLIAM HERBERT, Swansea, Grocer March 12 at 3 Off Rec, 31, Alexandra rd, Swansea

DAVIES, JOHN ARTHUR, Leeds March 13 at 11 Off Rec, 29, Park row, Leeds

FOSTER, URIAH, Scarborough, Greengrocer March 13 at 11.30 Off Rec, 74, Newborough st, Scarborough

GARBUTT, WILLIAM, Leeds, Brewer March 13 at 12 Off Rec, 22, Park row, Leeds

GARDNER, MARK, Bourton on the Water, Ostler March 12 at 2.30 County Court bldgs, Cheltenham

GILDER, WILLIAM, Smethwick, Baker March 19 at 2 County Court, West Bromwich

GREEN, SYDNEY SLEATH, York st, Esq March 13 at 2.30 Bankruptcy bldgs, Carey st

HALL, WALTER CLARKE, Lincoln's inn, Solicitor March 13 at 12 Bankruptcy bldgs, Carey st

HALSAL, THOMAS, Fleetwood, Draper March 22 at 3 Off Rec, 14, Chapel st, Preston

HANDS, CHARLES WILLIAM, Rugby, Wine Merchant March 14 at 12 Off Rec, 17, Hertford st, Coventry

HAYWARD, ROBERT, Gazeley, Grocer March 12 at 12.30 Off Rec, 5, Petty Cury, Cambridge

HILLIER, ALFRED NICHOLLS, Southampton row, Watch Importer March 13 at 11 Bankruptcy bldgs, Carey st

JOHNSON, HENRY, Knaresborough, Innkeeper March 14 at 11.30 Off Rec, 28, Stonegate, York

JONES, EDWARD, Cheltenham, Blacksmith March 12 at 3 County Court bldgs, Cheltenham

KLEMPNER, JOHN MAX, Hammersmith, Clerk March 14 at 11 Bankruptcy bldgs, Carey st

LEWIS, HUGH, Merthyr Tydfil, Flannel Manufacturer March 12 at 12 Off Rec, Merthyr Tydfil

LLOYD, SAMUEL, Derby, Rope Maker March 13 at 12 Off Rec, St James's chmbrs, Derby

MAJOR, JOHN LAIT, and BENJAMIN ORICE RUTLAND, Cheltenham, Tailors March 12 at 3.30 County Court bldgs, Cheltenham

MASON, GEORGE, Battersea pk, Commercial Traveller March 13 at 11.30 24, Railway app, London Bridge

MILLER, ROBERT, Ebbw Vale, Mon, Draper March 12 at 3 Off Rec, 65, High st, Merthyr Tydfil

NAYLOR, HENRY THOMAS, Ickham, Kent, Quartermaster March 15 at 12 Off Rec, 73, Castle st, Canterbury

THOMSON, WILLIAM, Llandaff, Commission Agent March 14 at 11 Off Rec, 29, Queen st, Cardiff

TIBB, JOSEPH, Frenchay, Merchant March 13 at 2 Off Rec, Whitehall chmbrs, 23, Colmore row, Birmingham

TRICKETT, ELIZABETH, Stoney Middleton, Licensed Victualler March 13 at 2.30 Off Rec, St James's chmbrs, Derby

WARD, THOMAS, Gt Marlborough st March 13 at 11 Bankruptcy bldgs, Carey st

WATSON, WALTER KENWORTHY, Southport March 15 at 3 Off Rec, 35, Victoria st, Liverpool

WELLS, FANNY, Harrogate, Grocer March 15 at 12.30 Off Rec, 28, Stonegate, York

WHITE, WALTER HENRY, Oxford, Boot Factor March 14 at 12 Off Rec, Oxford

WILSON, GEORGE WALTER, Cambridge, Builder March 12 at 12 Off Rec, 5, Petty Cury, Cambridge

WOODS, THOMAS, Preston, Picture Framer March 22 at 3.30 Off Rec, 14, Chapel st, Preston

The following amended notice is substituted for that published in the London Gazette of March 1:—

GREEN, JOHN THOMAS, Nottingham, Plumber March 8 at 11 Off Rec, St Peter's Church walk, Nottingham

ADJUDICATIONS.

ADAMS, THOMAS PEREGRINE, Bromyard, Farmer Worcester Pet Jan 19 Ord March 2

AINSWORTH, JAMES, Southport, Bookseller Liverpool Pet Jan 31 Ord Feb 28

ARNALL, THOMAS, Redruth, Merchant Truro Pet Feb 11 Ord March 2

BARRATT, THOMAS, Leicester, Boot Manufacturer Leicester Pet Feb 27 Ord Feb 27

BARRETT, ALBERT, Halifax, Grocer Halifax Pet Feb 26 Ord Feb 26

BECKETT, ROBERT WHITTON, Shipdham, Drug Dealer Norwich Pet Feb 26 Ord Feb 26

BERRY, CHARLES, Eastbourne, Greengrocer Eastbourne Pet Feb 27 Ord March 2

BURTON, CHARLES, Stoke Newington, Builder Edmonton Pet Dec 4 Ord Feb 26

CALVERT, JOHN THALE, Leeds, Pawnbroker Leeds Pet Feb 27 Ord Feb 27

CAMPBELL, JAMES, Choppington, Butcher Newcastle on Tyne Pet March 2 Ord March 2

COLEMAN, JOHN, Kettering, Bootlaster Northampton Pet Feb 26 Ord Feb 26

COOK, HAYES MAPLETON, Eastbourne Eastbourne Pet Feb 14 Ord March 2

DAVIES, WILLIAM, Craven Arms, Tailor Leominster Pet March 2 Ord March 2

ELDER, ROBERT, Seacombe, Ironmonger Birkenhead Pet Jan 25 Ord March 2

FENN, WILLIAM, Northampton, Carriage Builder Northampton Pet Feb 23 Ord Feb 27

GARDNER, MARK, Bourton on the Water, Ostler Cheltenham Pet March 1 Ord March 1

GREEN, SYDNEY SLEATH, York st, Esq High Court Pet Dec 28 Ord Feb 26

HILLIER, ALFRED NICHOLLS, Southampton row, Watch Importer High Court Pet Feb 26 Ord March 1

JOHN, MORGAN, Swansea Swansea Pet Feb 26 Ord Feb 26

JOHNSON, HENRY, Knaresborough, Innkeeper York Pet Feb 26 Ord March 1

LEWIS, HUGH, Merthyr Tydfil, Flannel Manufacturer Merthyr Tydfil Pet Feb 11 Ord Feb 26

LLOYD, SAMUEL, Derby, Ropemaker Derby Pet Feb 27 Ord Feb 27

MILLER, FRANK WILLIAM, Bloxwich, Ironmonger Walsall Pet Feb 7 Ord Feb 27

MINIFIE, THOMAS, Stableford, Salop, Farmer Madeley Pet Feb 12 Ord March 1

MORGAN, FRANK, Pentonville, Cycle Manufacturer High Court Pet Dec 29 Ord Feb 27

PARSONS, ALFRED, Farmer Hastings Pet Feb 21 Ord Feb 26

PARRY, ALFRED, and CARLISLE TWINING, Cloudesley sq, Wine Merchants High Court Pet Feb 12 Ord Feb 26

RADDEN, EDWARD, Plymouth, Blacksmith Plymouth Pet March 1 Ord March 1

REES, JOHN THOMAS, Aberkenfig, Grocer Cardiff Pet Feb 26 Ord Feb 27

REYNOLDS, GEORGE, Worcester, Carpenter Worcester Pet March 1 Ord March 1

SAGAR, BENJAMIN, Heaton Moor, Cloth Agent Manchester Pet Feb 9 Ord March 1

SHEARER, HUGH, Gt George st High Court Pet Nov 26 Ord Feb 25

TERCE, THOMAS, Willenhall, Fruit Dealer Wolverhampton Pet Feb 27 Ord Feb 26

TRICKETT, ELIZABETH, Stoney Middleton, Licensed Victualler Derby Pet Feb 27 Ord Feb 27

VIRTUE, JANE, Bridgend Cardiff Pet Feb 26 Ord Feb 26

WARD, MARY, Fleet st, Newsagent High Court Pet Jan 12 Ord Feb 25

WATSON, WILLIAM, Maidstone, Hop Ale Manufacturer Maidstone Pet Feb 16 Ord March 1

WEBB, JOHN, Wolverhampton, Beerhouse Keeper Wolverhampton Pet Feb 12 Ord Feb 26

WEST, CHARLES ALFRED, Sawtry, Blacksmith Peterborough Pet March 1 Ord March 1

WOOD, JOHN JAMES, Elmsted, Farmer Canterbury Pet Mar 2 Ord Mar 2

WOOD, JOSEPH, Homerton, Grocer High Court Pet Feb 26 Ord Feb 26

WILLIAMS, JAMES HENRY, Porth, Clothier Pontypridd Pet March 1 Ord March 1

WRIGHT, THOMAS, Tattenhall, Painter Chester Pet Mar 1 Ord Mar 1

SALES OF ENSUING WEEK.

March 12.—Messrs. DRIVER & Co., at the Mart, E.C., at 2 o'clock, a Freehold Residential Estate (see advertisement, Feb. 23, p. 4; this week, p. 4).

March 13.—Messrs. H. E. FOSTER & CRANFIELD, on the premises, 105, Elgin-avenue, Maida Vale, at 12 o'clock, Furniture and Effects (see advertisement, March 2, p. 306).

All letters intended for publication in the "Solicitors' Journal" must be authenticated by the name of the writer.

Where difficulty is experienced in procuring the Journal with regularity, it is requested that application be made direct to the Publisher.

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